

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. HSHQDC-08-R-00001	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED	PAGE OF PAGES	
				1	30

IMPORTANT -- The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO. HSFEOP-08-C-00005		5. REQUISITION/PURCHASE REQUEST NO. V447005N	6. PROJECT NO. PD-08-0050
7. ISSUED BY Department of Homeland Security Office of Procurement Operations Departmental Operations Division Room 3051-65, Attn: Paula Nusbaum 245 Murray Lane, SW, Bldg 410 Washington DC 20528	CODE DHS/OPO/DEPT.OPS	8. ADDRESS OFFER TO Department of Homeland Security Attn: Paula Nusbaum c/o Brandy McMillan 500 C St., SW, Room 511 Washington, DC 20472	
9. FOR INFORMATION CALL: <input type="checkbox"/>	a. NAME Paula Nusbaum	b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 202-447- (62)	

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date)

DUNS Number: 066767021+0000

The Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Mount Weather Emergency Operations Center (MWEOC) requires labor, material, and equipment for the upgrade of Mount Weather's mechanical infrastructure.

The Designer of Record for this contract is Hankins & Anderson (H&A).

This is a Firm-Fixed Price Contract.

11. The Contractor shall begin performance <u>14</u> calendar days and complete it within <u>730</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. The performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See Section F1 _____.)	12b. CALENDAR DAYS 5
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (If "YES", indicate within how many calendar days after award in Item 12b.)	
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
a. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by _____ (hour) local time (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
b. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required.	
c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.	
d. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code) CLARK CONSTRUCTION GROUP LLC 7500 OLD GEORGETOWN RD BETHESDA MD 208146133	15. TELEPHONE NO. (Include area code) 16. REMITTANCE ADDRESS (Include only if different than item 14.)
CODE 0667670210000 FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in item 13d. Failure to insert any number means the offeror accepts the minimum in item 13d.)

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.	DATE	20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20b. SIGNATURE	20c. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT \$31,387,000.00	23. ACCOUNTING AND APPROPRIATION DATA See schedule	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (if copies unless otherwise specified)	ITEM 27	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(e) () <input type="checkbox"/> 41 U.S.C. 253(c) ()
26. ADMINISTERED BY CODE DHS/OPO/DEPT. OPS Department of Homeland Security Office of Procurement Operations Departmental Operations Division Room 3051-65, Attn: Paula Nusbaum 245 Murray Lane, SW, Bldg 410 Washington DC 20528	27. PAYMENT WILL BE MADE BY DHS-FEMA ATTN: BUDGET & FISCAL PO BOX 129 MT. WEATHER VA 22611	

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

28. NEGOTIATED AGREEMENT

(Contractor is required to sign this document and return 1 copies to issuing office.)
 Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

29. AWARD

(Contractor is not required to sign this document.)
 Your offer on the solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print) John P. O'Keefe, Division President	31a. NAME OF CONTRACTING OFFICER (Type or print) Darlene Bullock		
30b. SIGNATURE b(6)	30c. DATE 09/22/08	31b. SIGNATURE b(6)	31c. DATE 9-22-08

NAME OF OFFEROR OR CONTRACTOR
CLARK CONSTRUCTION GROUP LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>Discount Terms: Net 30 FOB: Destination</p> <p>Mechanical Infrastructure Upgrade</p> <p>Obligated Amount: \$31,387,000.00</p> <p>Accounting Info: 2008-90-9112RC-7140-3220-D Funded: \$9,902,509.18</p> <p>Accounting Info: 2008-27-3600-7140-3220-D Funded: \$21,484,490.82</p> <p>The total amount of award: \$31,387,000.00. The obligation for this award is shown in box 22.</p>				31,387,000.00

SECTION C - STATEMENT OF WORK

The construction for this project consists of the replacement of major mechanical equipment and distribution systems, as well as an electrical systems upgrade to support the mechanical system, domestic water piping and equipment, fire piping distribution and equipment, structural supports and civil work within Mount Weather.

The following are attachments for Section C:

- Attachment A: Unclassified Specifications
- Attachment B: Classified Specifications
- Attachment C: Classified Drawings
- Attachment D: Classified Project Design Manual
- Attachment E: Classified Environmental Studies Report

SECTION D - PACKAGING AND MARKING

D-1 Marking for Unclassified Documents

All unclassified information submitted to the Government, whether submitted electronically, through the postal system, or in person, shall clearly indicate the project title, contract number and the names of the Contracting Officer (CO) and Contracting Officer's Technical Representative (COTR).

D-2 Marking for Classified Documents

All classified information submitted to the Government needs to adhere to the guidance set forth in classified Attachment F - Mount Weather Security Classification Guide, the National Industrial Security Program Operating Manual (NISPOM), and Attachment G - Department of Defense Contract Security Classification Specification Form DD254. The DD254 will be issued to the Contractor once they are verified to have a Top Secret Facility and Storage Clearance.

D-3 Payment of Postage and Fees

All postage and fees related to submitting information including forms, reports, submittals, etc., to the CO or the COTR shall be paid by the Contractor.

SECTION E - INSPECTION AND ACCEPTANCE

E-1 FAR Clause Incorporated by Reference

The following clause is incorporated by reference:

FAR 52.246-12 Inspection of Construction (Aug 1996)

E-2 Inspection and Acceptance Specifications

The following specification sections, included in Attachment A, detail the inspection and acceptance procedures for this contract:

013100 Project Management and Coordination

014000 Quality Control

019113 General Commissioning Requirements

230800 Commissioning of HVAC

260800 Commissioning of Electrical Equipment

SECTION F - DELIVERIES OR PERFORMANCE

F-1 FAR Clauses Incorporated in Full-Text

The following clauses are incorporated in full-text:

FAR 52.211-10 Commencement, Prosecution, and Completion of Work (Apr 1984)

The Contractor shall be required to (a) commence work under this contract within 14 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work not later than 730 calendar days after the date of the notice to proceed. The time stated for completion shall include final cleanup of the premises.

FAR 52.236-1 Performance of Work by the Contractor (Apr 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least fifteen (15%) percent of the total amount of work to be performed under this contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

F-2 FAR Clauses Incorporated by Reference

FAR 52.252-2 Clauses Incorporated by Reference

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/> and <http://farsite.hill.af.mil/VFHSAR1.htm>.

The following clauses are incorporated by reference:

FAR 52.211-13 Time Extensions

FAR 52.242-14 Suspension of Work (Apr 1984)

F-3 Place of Performance

All work shall be performed at the following location:

Mount Weather Emergency Operations Center
19844 Blue Ridge Mountain Road
Mount Weather, Virginia 20135

F-4 Work Hours

Work shall be accomplished during the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise authorized in writing by the COTR. See classified Attachment B - Specification Section 015000 Temporary Facilities and Controls for approval of work hours outside of this timeframe.

F-5 Legal Holidays

The U.S. Department of Homeland Security personnel observe the following days and holidays:

Holiday	Date
New Year's Day	January 1st
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25th

Any other day designated by Federal statute, by Executive Order or by the President's proclamation.

When any such day falls on a Saturday, the preceding Friday is observed. When any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for an extension to the delivery schedule or period of performance or adjustment to the price, except as set forth in the contract.

Except for designated around-the-clock or emergency operations, contractor personnel will not be able to perform on-site under this contract on the holidays set forth above. The Contractor shall not charge any holiday as a direct charge to the contract. In the event contractor personnel work during a holiday other than those above, no form of holiday or other premium compensation will be reimbursed as either a direct or indirect cost. However, this does not preclude reimbursement for authorized overtime work.

In the event DHS grants administrative leave to its Government employees at the site, on-site contractor personnel shall also be dismissed if the site is being closed. However, the Contractor shall continue to provide sufficient staff personnel to perform around-the-clock requirements of critical efforts already in progress or scheduled and shall be guided by the instruction issued by the Contracting Officer and/or COTR. In each instance when the site is closed to contractor personnel as a result of inclement weather, potentially hazardous conditions, or other special circumstances; the Contractor will direct its staff as necessary to take actions such as reporting to its own site(s) or taking appropriate leave consistent with its policies.

F-6 Deliverables

The deliverables listed in this section are due to both the COTR and Contracting Officer.

The following table includes the required deliverables with their corresponding specification and/or clause and the due date for this contract:

Deliverable	Reference	Due Date
Schedule of Values	Specification 012900	7 Calendar Days before Submission of First Invoice
Preliminary Bar Chart Construction Schedule	Specification 013200	NTP+7 Calendar Days
Initial Critical Path Method Construction Schedule	Specification 013200	NTP +14 Calendar Days
Gantt Construction Schedule	Specification 013200	NTP+30 Calendar Days

Deliverable	Reference	Due Date
Critical Path Method Construction Schedule	Specification 013200	NTP+30 Calendar Days
Submittal Schedule	Specification 013200/013300	NTP+7 Calendar Days
Quality Control Plan	Specification 014000	NTP +21 Calendar Days
SF 294 Subcontracting Report for Individual Contracts	FAR 52.219-9	30 Days after the March 31 and September 30 Reporting Periods and Contract Completion
SF 295 Summary Subcontract Report	FAR 52.219-9	30 Days after the September 30 Reporting Period
Performance and Payment Bonds	FAR 52.228-15	Award+5 Calendar Days
Copy of Insurance	HSAR 3052.228-70	Award+5 Calendar Days
Accident Prevention Plan	FAR 52.236-13	NTP+14 Calendar Days
Hazardous Substance Licenses & Permits	HSAR 3052.223-70	Award+30 Calendar Days
Government Property Reports	HSAR 3052.245-70	September 30th

F-7 Delivery of Materials

The Contractor shall arrange deliveries of materials in accordance with their construction schedule. The Contractor shall coordinate deliveries with the COTR to avoid conflict with work and conditions at the site.

Deliveries to Mount Weather are permitted between the hours of 7:00 a.m. and 4:00 p.m, Monday through Friday, provided that parking and other Government activities are not disrupted. When the COTR determines the deliveries will be disruptive, deliveries may be scheduled during the weekend hours with a minimum notification of 48 hours. All deliveries must be scheduled with the COTR a minimum of 48 hours in advance of the delivery.

SECTION G - CONTRACT ADMINISTRATION DATA

G-1 Preconstruction Conference

A Preconstruction Conference will be held no later than 14 calendar days after contract award. At a minimum the Contractor's Program Manager and Superintendent will be required to attend the Preconstruction Conference. The Conference will be held at Mount Weather and will be coordinated by the Contracting Officer after contract award. See Attachment A - Specification Section 013100 for more details regarding the Preconstruction Conference.

G-2 Invoices

In addition to the FAR clauses 52.232-5 Payments under Fixed-Price Construction Contracts and 52.232-27 Prompt Payment for Construction Contract incorporated in Section I, the Contractor is to adhere to the following procedures when submitting invoices:

When a Contractor is preparing an invoice for submission, the Contractor shall first send a draft invoice to the CO and COTR for a simultaneous review. The CO will provide consolidated comments to the Contractor on that invoice within 5 calendar days.

After the Contractor receives approval from the CO and COTR on the draft invoice, the Contractor shall submit a final invoice to the address specified in Block 27 of the SF1442. The Contractor shall also submit an electronic copy of the invoice to the CO and COTR.

The Contractor shall refer to Attachment A - Specification Section 012900 for the correct format and forms for invoice payments.

When submitting the final invoice, the Contractor is required to submit payroll information for all personnel performing work under this contract. The Contractor is required to submit payrolls for both employees of the prime contractor and any subcontractors. The CO will not approve a progress payment invoice if there are missing payrolls for the time period covered in the invoice.

G-3 Progress Meetings

The Contractor shall be available to meet with the COTR and the Contracting Officer upon request and on a weekly basis to present deliverables, discuss progress, exchange information and resolve emerging technical problems and issues. These meetings shall take place at Mount Weather or via teleconference. See Attachment A - Specification Section 013100 for additional details.

G-4 Contracting Officer/Contract Specialist Contact Information

The Contracting Officer (CO) is:

E. Darlene Bullock
Department of Homeland Security
Office of Procurement Operations
Departmental Operations Division
245 Murray Lane, SW, Bldg 410*
Mail Stop 0350
Washington, D.C. 20528
Phone: 202-447-(b)(2)
Fax: 202-447-5545
E-mail: (b)(2) (b)(6))

The Contract Specialist (CS) is:

Paula Nusbaum
Department of Homeland Security
Office of Procurement Operations
Departmental Operations Division
245 Murray Lane, SW, Bldg 410
Mail Stop 0350
Washington, DC. 20528
Phone: 202-447-**b(2)**
Fax: 202-447-5545
E-mail: **b(2)** **b(6)**

G-5 Contracting Officer's Technical Representative Contact Information

The Contracting Officer's Technical Representative (COTR) is:

Name: **b(1)****b(2)**
Department of Homeland Security
Federal Emergency Management Agency
Mount Weather Emergency Operations Center
19844 Blue Ridge Mountain Road
Mount Weather, VA 22611
Phone: 540-542-**b(2)**
E-mail: **b(2)** **b(6)**

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1 Davis-Bacon Rates

The FAR Clause 52.222-6 Davis-Bacon Act (Jul 2005) is incorporated into Section I of this contract. Attachment H - Davis-Bacon Wage Determination VA070048 incorporates the wages for Loudoun County into this contract.

The Government reserves the right to perform labor rate compliance reviews at any time during the performance of the contract to verify that personnel are being paid the minimum Davis-Bacon wage.

H-2 Facility and Storage Security Clearance Requirement

The Contractor is required to hold and maintain throughout performance of the contract both a Top Secret facility clearance and Top Secret storage capability approved by FEMA's Office of Security and the Defense Security Service (DSS).

H-3 Contractor Personnel Security Clearance Requirement

Some of the contractor personnel for this contract will be required to hold Top Secret clearances approved by FEMA's Office of Security and DSS. There are two locations at Mount Weather which are labeled Area A and Area B. Those contractor personnel that will be working in Area B must have Top Secret clearances.

Some of the work may be performed outside of Area B and those contractor personnel do not need to hold Top Secret clearances but must be U.S. citizens and shall not be allowed access to classified information under any circumstances.

H-4 Mount Weather Security Access Procedures

Regardless of their clearance levels, each individual entering the Mount Weather facility must follow the security procedures outlined in Attachment I - Area A Access Policy for the MWEOC.

The Contractor shall submit the form included as Attachment J - Mount Weather Access Application within 48 hours prior to reporting onsite at Mount Weather. Access requests for entry into Area B shall be submitted a minimum of 48 hours (two working days) prior to the desired access date.

Classified Attachment B - Specification Section 015930 Security Regulations contain further details on the security access requirements for this contract.

H-5 Advertisements, Publicizing Awards, and News Releases

All press releases or announcements about agency programs, projects, and contract awards need to be cleared by the Program Office and the Contracting Officer. Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any publicity news release or commercial advertising without first obtaining explicit written consent to do so from the Program Office and the Contracting Officer.

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services

H-6 Use of Government Facilities and Services

The Contractor is authorized to use on a no-charge basis, in the performance of the contract, the Government-owned facilities as identified below:

- Mt Weather Facility Canteen (At the Contractor's Expense)
- Water and Electricity (except for concrete curing)
- Telephone. Government telephone facilities at Mt. Weather will be made available to the Contractor.
- Space for storage of materials and equipment as identified on the contract drawings.
- Elevator Use. Any temporary use of an existing elevator shall be by arrangement with the COTR and subject to his controls. Suitable and adequate protective covering for the elevator machinery, the hatchway entrances, and the interior of the elevator shall be provided during the period of temporary use. Loads in excess of the rated capacity of the elevator will not be permitted. The Government will bear the cost of electric current for the operation of the elevator. On completion of the work, the Contractor shall remove the protective coverings together with any resultant dirt and debris, and leave the equipment in its original condition.

H-7 Moveable Fixtures

Moveable furniture office fittings, etc. and all equipment (other than mechanical equipment) shall remain the property of the Government and be re-located as required or stored where directed, include but are not limited to: furniture; built-in furniture; metal shelving; bookcases; desk and bracket fans; moveable office partitions; counters and contents; directional signs; lighting fixtures; grills and screens; doors and hardware; windows; and drinking fountains.

H-8 Transportation, Handling, and Storage

The Contractor shall coordinate with suppliers and shippers to ensure that incoming materials are properly identified with the Contractor's name, contract number and project title. The Contractor shall designate an authorized individual to be available to receive shipment. The Government will not provide storage other than that available at the project site.

Transportation Facilities. The Contractor shall conduct an investigation of the conditions of public and private pads, clearances, restrictions, load limits and of the limitations affecting transportation and ingress and egress at the jobsite. The unavailability of transportation facilities or limitations thereon shall not become a basis for claims for damage or extension of time for completion of the work.

Use of Existing Roads as Haul Routes. The Contractor shall be responsible for coordinating with the Local authorities for use of any existing roads as haul routes. Construction, and routing of new haul roads, and/or upgrading of existing roads to carry anticipated construction traffic shall be coordinated with the Local authorities and is the sole responsibility of the Contractor.

Storage of supplies, materials and equipment on the project site shall be accomplished in such a manner so as to prevent mechanical and climatic damage and loss due to vandalism or theft.

- Store products in accordance with manufacturer's instructions, with seals and labels intact and legible.
- Store products subject to damage by the elements in weather-tight enclosures.
- Maintain temperature and humidity within the ranges required by manufacturer's instructions.

- Store fabricated products above the ground, on blocking or skids; prevent soiling or staining; cover products, which are subject to deterioration with impervious sheet coverings; and provide adequate ventilation to avoid condensation.
- Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- Storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions and free from damage or deterioration.

Equipment on the Site. Equipment and furnishings shall remain in place within the area of contract operations and shall be covered and protected against damage or loss. Equipment that is removed in performance of work under the contract shall be stored on the premises where directed, or shall be reused in work as required by drawings and specifications. Equipment temporarily removed shall be protected, cleaned and replaced in the same condition it was received. Security for equipment or material that is to be reused for temporary storage shall be the sole responsibility of the Contractor.

Equipment temporarily removed in the performance of work and stored on the job site shall be stored and protected in accordance with previous paragraphs, and shall be replaced in a condition compatible with its original state. Security for equipment and material removed from the job site for temporary storage until reuse shall be the responsibility of the Contractor.

The Contractor shall provide a secure storage area for trailers and materials. Fence posts may be driven, in lieu of concrete bases, where soil conditions permit. Trailers, materials, or equipment shall not be placed or stored outside the secured area unless approved.

H-9 Contractor Staff and Employees

Prior to commencing on-site construction, the Contractor shall provide the Contracting Officer with a telephone number and FAX number at which the Contractor or his representative may be contacted at any time during regular working hours and an emergency number at which the Contractor may be contacted in situations requiring immediate attention.

Contractor's Employees. All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may, in writing, require the Contractor to remove from the job site, any employee the Contracting Officer deems incompetent, careless or otherwise objectionable.

H-10 Supervision of Contractor's Employees

The Government shall not exercise any supervision or control over the Contractor employees performing services under this contract; such employees shall be accountable not to the Government, but solely to the Contractor, who in turn is responsible to the Government.

Personnel assigned to render services under this contract shall at all times be employees of the Contractor and under the direction and control of the Contractor. Notwithstanding any other provisions of this contract, the Contractor shall at all times be responsible for the supervision of its employees in the performance of the services required hereunder.

During all times on Government premises, the Contractor's personnel shall comply with the rules and regulations governing conduct of personnel and operation of the facility.

H-11 Contractor Parking and On-Site Office

Parking of Contractor vehicles (to include that of its workers) shall be restricted to the Contractor's designated on-site area or the work area. The company name shall be prominently displayed on all construction vehicles parked on the job site.

H-12 Contractor's Mobilization Area

The Contractor will be permitted to use a designated area for operation of construction equipment and plants, shops, warehouses, and offices. The Contractor in some instances shall not be authorized to have living accommodations for their work force on the site with the exception of authorized guards as described elsewhere in this document. The Contractor is responsible for obtaining any required additional mobilization area above that designated. On completion of the contract, all vehicles, equipment, supplies, etc. shall be removed from the mobilization area by the Contractor. The site shall be cleared of construction debris and other materials and the area restored to its original condition.

The Contractor's temporary facilities within their mobilization area shall be of substantial construction suitable for the local weather conditions and meet the OSHA standards as stated in 29CFR OSHA 1926.

H-13 Environmental Impact

All waste materials generated by any work under the contract performed on a Government installation shall at all times be handled, transported, stored, and disposed of by the Contractor and by his subcontractors in accordance with all applicable Federal, state, and Local laws, ordinances, regulations, court orders, and other types of rulings having the effect of the law, including, but not limited to Executive Order 12088, 13 October 1978, Federal Compliance with Pollution Control Standards; the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 ET SEQ); the Clean Air Act as amended (42 U.S.C. Sec 7401 ET SEQ); the Endangered Species Act, as amended (16 U.S.C. Sec 1531, ET SEQ); the Toxic Substances Control Act, as amended (15 U.S.C. Sec 2601, ET SEQ); the National Historic Preservation Act, as amended (16 U.S.C. Sec 470, ET SEQ); the Solid Waste Disposal Act, as amended (42 U.S.C. 6901 ET SEQ); and the Archaeological and Historic Preservation Act, as amended (16 U.S.C. Sec 469, ET SEQ). Should the United States Government be held liable for any neglect or improper actions by the Contractor or any subcontractor regarding removal or disposal of any hazardous waste, the Contractor shall reimburse the Government for all such liability.

H-14 Notice to the Government of Delays

In the event the Contractor encounters difficulty in meeting performance requirements, or when the Contractor anticipates difficulty in complying with the contract delivery schedule or date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the COTR, in writing, giving pertinent details.

H-15 Fire Protection

Every precaution shall be taken by the Contractor to prevent fire by any cause. The COTR will assign space for the storage of materials and equipment. The materials shall be kept in the space assigned. The Contractor shall provide suitable metal receptacles with lids outside the building in which they shall place all flammable and combustible material at the close of each workday. When the Contractor is working above ground floor in a multi-story building, they may locate a flammable locker on the floor where the work is to be done. All flammables will be placed in this locker at the close of each workday and the locker shall be locked.

Fire protection or alarm systems shall be protected and maintained at all times. Where alteration work requires temporary interruptions of fire protection or alarm systems, prior approval shall be secured from the COTR and shut down time shall be as short as possible.

SECTION I - CONTRACT CLAUSES

I-1 FAR Clauses Incorporated by Reference

FAR 52.252-2 Clauses Incorporated by Reference

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/> and <http://farsite.hill.af.mil/VFHSAR1.htm>.

FAR Clauses Incorporated by Reference		
Clause	Title	Date
52.202-1	Definitions	Jul 2004
52.203-3	Gratuities	Apr 1984
52.203-5	Covenant Against Contingent Fees	Apr 1984
52.203-7	Anti-Kickback Procedures	Jul 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	Jan 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Sep 2007
52.204-2	Security Requirements (Aug 1996) - Alternative II	Apr 1984
52.204-4	Printed or Copied Double-Sided on Recycled Paper	Aug 2000
52.204-7	Central Contractor Registration	Apr 2008
52.204-9	Personal Identify Verification of Contractor Personnel	Sept 2007
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Sep 2006
52.215-2	Audit and Records - Negotiation	Jun 1999
52.215-8	Order of Precedence - Uniform Contract Format	Oct 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	Jul 2005
52.219-8	Utilization of Small Business Concerns	May 2004
52.219-9	Small Business Subcontracting Plan	Apr 2008
52.219-16	Liquidated Damages - Subcontracting Plan	Jan 1999
52.219-25	Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting	Apr 2008
52.222-1	Notice to the Government of Labor Disputes	Feb 1997
52.222-3	Convict Labor	Jun 2003
52.222-6	Davis-Bacon Act	Jul 2005
52.222-7	Withholding of Funds	Feb 1988
52.222-8	Payrolls and Basic Records	Feb 1988
52.222-9	Apprentices and Trainees	Jul 2005
52.222-10	Compliance with Copeland Act Requirements	Feb 1988
52.222-11	Subcontracts (Labor Standards)	Jul 2005
52.222-12	Contract Termination - Debarment	Feb 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations	Feb 1988
52.222-14	Disputes Concerning Labor Standards	Feb 1988
52.222-15	Certification of Eligibility	Feb 1988
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-26	Equal Opportunity	Mar 2007

FAR Clauses Incorporated by Reference		
Clause	Title	Date
52.222-27	Affirmative Action Compliance Requirements for Construction	Feb 1999
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of Vietnam, and Other Eligible Veterans	Sep 2006
52.222-36	Affirmative Action for Workers with Disabilities	Jun 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of Vietnam Era, and Other Eligible Veterans	Sep 2006
52.223-3	Hazardous Material Identification and Material Safety Data - Alternative I	Jan 1997
52.223-5	Pollution Prevention and Right-to-Know Information	Aug 2003
52.223-6	Drug-Free Workplace	May 2001
52.223-14	Toxic Chemical Release Reporting	Aug 2003
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.225-13	Restriction on Certain Foreign Purchases	Jun 2008
52.227-1	Authorization and Consent	Dec 2007
52.227-4	Patent Indemnity - Construction Contracts	Dec 2007
52.227-14	Rights in Data - General - Alternative IV	Dec 2007
52.228-2	Additional Bond Security	Oct 1997
52.228-5	Insurance - Work on a Government Installation	Jan 1997
52.228-11	Pledges of Assets	Feb 1992
52.228-12	Prospective Subcontractor Requests for Bonds	Oct 1995
52.228-14	Irrevocable Letter of Credit	Dec 1999
52.228-15	Performance and Payment Bonds - Construction	Nov 2006
52.229-3	Federal, State, and Local Taxes	Apr 2003
52.232-5	Payments under Fixed-Price Construction Contracts	Sep 2002
52.232-16	Progress Payments	Apr 2003
52.232-17	Interest	Nov 1996
52.232-23	Assignment of Claims	Jan 1986
52.232-27	Prompt Payment for Construction Contracts	Sep 2005
52.232-33	Payment by Electronic Funds Transfer - Central Contractor Registration	Oct 2003
52.233-1	Disputes - Alternative I (Dec 1991)	Jul 2002
52.233-3	Protest after Award	Aug 1996
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.236-2	Differing Site Conditions	Apr 1984
52.236-3	Site Investigation and Conditions Affecting the Work	Apr 1984
52.236-5	Material and Workmanship	Apr 1984
52.236-6	Superintendence by the Contractor	Apr 1984
52.236-7	Permits and Responsibilities	Nov 1991
52.236-8	Other Contracts	Apr 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	Apr 1984
52.236-10	Operations and Storage Areas	Apr 1984
52.236-11	Use and Possession Prior to Completion	Apr 1984
52.236-12	Cleaning Up	Apr 1984
52.236-13	Accident Prevention - Alternative I	Nov 1991
52.236-14	Availability and Use of Utility Services	Apr 1984
52.236-15	Schedules for Construction Contracts	Apr 1984

FAR Clauses Incorporated by Reference		
Clause	Title	Date
52.236-17	Layout of Work	Apr 1984
52.236-21	Specifications and Drawings for Construction - Alternative I	Feb 1997
52.236-26	Preconstruction Conference	Feb 1995
52.242-13	Bankruptcy	Jul 1995
52.243-4	Changes	Jun 2007
52.244-6	Subcontracts for Commercial Items	Mar 2007
52.245-1	Government Property	Jun 2007
52.245-9	Use and Charges	Jun 2007
52.246-21	Warranty of Construction - Alternative I (Mar 1984)	Mar 1994
52.248-3	Value Engineering - Construction	Sep 2006
52.249-2	Termination for Convenience of the Government (Fixed-Price) - Alternative I (Sep 1996)	May 2004
52.249-10	Default (Fixed-Price Construction)	Apr 1984
Homeland Security Acquisition Regulation (HSAR) Clauses Incorporated by Reference		
3052.211-70	Index for Specifications	Dec 2003
3052.219-70	Small Business Subcontracting Plan Reporting	Jun 2006
3052.222-70	Strikes or Picketing Affecting Timely Completion of Contract Work	Dec 2003
3052.222-71	Strikes or Picketing Affecting Access to a DHS Facility	Dec 2003
3052.228-70	Insurance	Dec 2003
3052.242-71	Dissemination of Contract Information	Dec 2003
3052.242-72	Contracting Officer's Technical Representative	Dec 2003
3052.245-70	Government Property Rights	Jun 2006

I-2 Clauses Incorporated in Full-Text

The following clauses are incorporated in full-text:

FAR 52.204-1 Approval of Contract (Dec 1989)

This contract is subject to the written approval of the Contracting Officer and shall not be binding until so approved.

(End of Clause)

FAR 52.211-12 Liquidated Damages—Construction (Sep 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$3,089 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of Clause)

FAR 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004)

(a) Definition. As used in this clause— “United States” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or

remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to—

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a

subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

FAR 52.225-11 Buy American Act - Construction Materials under Trade Agreements (Aug 2007)

(a) *Definitions.* As used in this clause—

“Caribbean Basin country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies.

However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Designated country” means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Cape Verde, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

“Designated country construction material” means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

“Domestic construction material” means—

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

“Foreign construction material” means a construction material other than a domestic construction material.

“Free Trade Agreement country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

“Least developed country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“WTO GPA country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from

another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: None

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
<i>Item 1</i>			
Foreign construction material			
Domestic construction material			
<i>Item 2</i>			
Foreign construction material			
Domestic construction material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

*[*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*

(End of Clause)

FAR 52.228-1 Bid Guarantee (Sep 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds—

(1) To unsuccessful bidders as soon as practicable after the opening of bids; and

(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000.00 whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of Provision)

FAR 52.245-2 Government Property Installation Operation Services (Jun 2007)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost, damaged or destroyed Government property. If any or all of the Government property is lost, damaged or destroyed or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

Mules (Electric Tugs)
Carts
Storage and Staging Areas
Secure and Non-Secure Field Office Space

(End of Clause)

HSAR 3052.204-71 Contractor Employee Access (Jun 2006)

(a) *Sensitive Information*, as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor employees authorized

access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

(End of Clause)

HSAR 3052.209-70 Prohibition on Contracts with Corporate Expatriates (Jun 2006)

(a) Prohibitions. Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

"Expanded Affiliated Group" means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

"Foreign Incorporated Entity" means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

"Inverted Domestic Corporation." A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

"Person, domestic, and foreign" have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining

whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) Certain Stock Disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) Plan Deemed In Certain Cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) Certain Transfers Disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) Special Rule for Related Partnerships. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) Disclosure. The offeror under this solicitation represents that:

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or

it is a foreign incorporated entity that should be treated as an inverted domestic corporation

pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of Clause)

HSAR 3052.215-70 Key Personnel or Facilities (Dec 2003)

(a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract:

Project Manager
Superintendent
Quality Control Representative

HSAR 3052.223-70 Removal or Disposal of Hazardous Substances – Applicable Licenses and Permits

The Contractor shall have all licenses and permits required by Federal, state, and local laws to perform hazardous substance(s) removal or disposal services. If the Contractor does not currently possess these documents, it shall obtain all requisite licenses and permits within 30 days after date of award. The Contractor shall provide evidence of said documents to the Contracting Officer or designated Government representative prior to commencement of work under the contract.

(End of Clause)

SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

The following attachments are included in this contract:

Attachment	Description	Classification
A	Unclassified Specifications	Unclassified
B	Classified Specifications	Classified
C	Drawings	Classified
D	Project Design Manual	Classified
E	Environmental Services Report	Classified
F	Mount Weather Security Classification Guide	Classified
G	DD254	Unclassified
H	Davis-Bacon Wage Determination VA080048	Unclassified
I	Area A Access Policy for MWEOC	Unclassified
J	Mount Weather Access Application	Unclassified