

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. HSHQDC-08-R-00070	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED	PAGE OF PAGES	
				1	26

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

4. CONTRACT NO. HSFEOP-08-C-00006	5. REQUISITION/PURCHASE REQUEST NO. See Schedule	6. PROJECT NO. AREA A POWER
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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 Office of Procurement Operations 245 Murray Lane, SW, Bldg 410 Washington, DC 20528
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9. FOR INFORMATION CALL:	a. NAME Paula Nusbaum	b. TELEPHONE NO. (include area code) (NO COLLECT CALLS) 202-447-██████
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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: 045913670+0000

The Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Mount Weather Emergency Operations Center (MNEOC) requires labor, materials, and equipment for the upgrade of Mount Weather's Area A electrical infrastructure.

The Designer of Record for this contract is Cervantes and Associates.

This is a Firm-Fixed Price Contract.

11. The Contractor shall begin performance _____ 14 _____ calendar days and complete it within _____ 540 _____ calendar days after receiving _____ award. <input checked="" type="checkbox"/> notice to proceed. The performance period is _____ mandatory <input type="checkbox"/> negotiable. (See Section F1 _____)
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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.)	12b. CALENDAR DAYS 14
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and _____ 1 _____ 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 is. 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 _____ 50 _____ 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)

<p>14. NAME AND ADDRESS OF OFFEROR (include ZIP Code)</p> <p>CHAPPY CORPORATION THE 90 SPENCER AVE CHRLSEA MA 021503049</p>	<p>15. TELEPHONE NO. (include area code) 617-884-2325</p> <p>16. RESIDENCE ADDRESS (include only if different from item 14)</p>
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<p>CODE 0459136700000</p>	<p>FACILITY CODE</p> <p>17. The offeror agrees to perform the work required at the rates specified below in strict accordance with the terms of this solicitation. If this offer is accepted by the Government it will be within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in item 12d. Failure to insert any number means the offeror accepts the minimum in item 12d.)</p>
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AMOUNTS

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

19. ACKNOWLEDGEMENT OF AMENDMENTS

AMENDMENT NO.	DATE	(The offeror acknowledges receipt of amendments to this solicitation - give number and date of each)					

<p>20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)</p>	<p>20b. SIGNATURE</p>	<p>20c. OFFER DATE</p>
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

Continued...

<p>22. AMOUNT</p> <p>\$15,479,495.00</p>	<p>22a. ACCOUNTING AND APPROPRIATION DATA</p> <p>22b. schedule</p>	
<p>23. SUBMIT PACKAGES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)</p>	<p>ITEM</p> <p>27</p>	<p>24. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO</p> <p><input type="checkbox"/> 10 U.S.C. 3166(a) () <input type="checkbox"/> 41 U.S.C. 203(c) ()</p>
<p>25. ADMINISTERED BY</p> <p>COOK <input checked="" type="checkbox"/> HS/OPO/DEPT. OPS</p> <p>Department of Homeland Security Office of Procurement Operations Departmental Operations Division Room 3051-65, Attn: Paul. Muebaum 245 Murray Lane, SW, Bldg 410 Washington DC 20528</p>	<p>27. PAYMENT WILL BE MADE BY</p> <p>DHS-FEMA ATTN: BUDGET & FISCAL PO BOX 129 MT. WEATHER VA 22611</p>	

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<p><input checked="" type="checkbox"/> 28. NEGOTIATED AGREEMENT</p> <p>(Contractor is required to sign this document and return 1 copies to leading office.)</p> <p>Contractor agrees to furnish and deliver all items or portions of this item and any continuation sheets for the contract. signed and dated by the parties to the contract shall be the contract terms, (b) the solicitation, and (c) the document, requirements, and amendments incorporated by reference. All work requirements identified in attached to this contract. The contract shall be governed by (a) the regulations, (b) the solicitation, and (c) the document, requirements, and amendments incorporated by reference. or attached to this contract.</p>	<p><input type="checkbox"/> 29. AWARD</p> <p>(Contractor is not required to sign this document.)</p> <p>Your offer on this solicitation is hereby accepted as to the items listed. This award commences the contract, which consists of (a) the Government solicitation and your offer, and (b) the contract award. No further contractual document is necessary.</p>
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<p>30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)</p> <p>Robert Garcia, President</p>	<p>30b. DATE</p> <p>9/29/08</p>	<p>31a. NAME OF CONTRACTING OFFICER (Type or print)</p> <p>Johnnie Lewis-Hanks</p>	<p>31b. DATE</p> <p>9/29/08</p>
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<p>32. SIGNATURE</p> <p>b(6)</p>	<p>BY</p> <p>b(6)</p>	<p>STANDARD FORM 488 (REV. 4-02) BACK</p>
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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSFEOP-08-C-00006

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NAME OF OFFEROR OR CONTRACTOR
CHAPPY CORPORATION THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>Discount Terms: Net 30</p> <p>FOB: Destination</p> <p>Area A Power</p> <p>Obligated Amount: \$15,479,495.00 Requisition No: V447026N, V463058N</p> <p>Accounting Info: 2008-27-3600-7140-3220-D Funded: \$13,877,098.50</p> <p>Accounting Info: 2008-27-3600-7140-3230 D Funded: \$1,602,396.50</p> <p>The total amount of award: \$15,479,495.00. The obligation for this award is shown in box 22.</p>				15,479,495.00

SECTION C - STATEMENT OF WORK

- C-1 The Contractor shall furnish and install a new generator building and site distribution in accordance with Attachment A - Specifications and Attachment B - Drawings.
- C-2 The work includes, but is not limited to, building construction, sitework, site and building electrical installation, HVAC, plumbing, fuel distribution and fire protection.
- C-3 Required work for this contract is to be performed within and including the limits of disturbance, clearing, and grading as shown on drawings. Use applicable drawings and specifications for guidance.
- C-4 The Contractor is to furnish, deliver and install four generators and the equipment necessary to facilitate a fully operational system as shown on the drawings.
- C-5 The building systems and layouts must be compatible with the generators submitted. See Attachment A - Specification Section 01600 Product Requirements.
- C-6 The Contractor shall also perform the following work, which is not show on the drawings:

b(2)

b(2)

Requirements for the new fuel line include:

b(2)

The Contractor shall submit shop drawings for the fuel line installation and the manufacturer's specification for the pump.

SECTION D - PACKAGING AND MARKING

D-1 Marking

All 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 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)

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 540 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.

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 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.

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.

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 biweekly 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.

G-4 Administrative Contracting Officer/Contract Specialist Contact Information

The Administrative Contracting Officer (CO) is:

Johnnie Lewis-Banks
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: 202-447-6(2)
E-mail: 6(2) 6(4)

The Administrative Contract Specialist (CS) is:

[REDACTED]
Department of Homeland Security
Office of Procurement Operations
Departmental Operations Division
245 Murray Lane, SW, Bldg 410
Mail Stop 0350
Washington, DC. 20528
Phone: 202-447-6(2)
E-mail: 6(2) 6(6)

G-5 Contracting Officer's Technical Representative Contact Information

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

Name: [REDACTED]
Department of Homeland Security
Federal Emergency Management Agency
Mount Weather Emergency Operations Center
19844 Blue Ridge Mountain Road
Mount Weather, VA 22611
Phone: 540-542-6(2)
E-mail: 6(2) 6(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 C - Davis-Bacon Wage Determination VA080048 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 Mount Weather Security Access Procedures

Each individual entering the Mount Weather facility must follow the security procedures outlined in Attachment D - Area A Access Policy for the MWEOC.

The Contractor shall submit the form included as Attachment E - Mount Weather Access Application within 48 hours prior to reporting onsite at Mount Weather.

H-3 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-4 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-5 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 their 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-6 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.

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
52.204-4	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	Sep 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 1998
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
52.223-5	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	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
52.236-17	Layout of Work	Apr 1984
52.236-21	Specifications and Drawings for Construction - Alternative I	Feb 1997

FAR Clauses Incorporated by Reference		
Clause	Title	Date
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
52.245-9	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	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
3052.228-70	Insurance	Dec 2003
3052.222-71	Strikes or Picketing Affecting Access to a DHS Facility	Dec 2003
3052.242-71	Dissemination of Contract Information	Dec 2003
3052.242-72	Contracting Officer's Technical Representative	Dec 2003

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 \$476.62 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) *
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Item 1

Foreign construction material

Domestic construction material

Item 2

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)

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 S SI," 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 [Check One]:

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 – Scott W. Gerrie
Superintendent – Thomas E. Colbert
Quality Control Representative – Steven K. Bussell

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

The following attachments are included in this contract:

Attachment	Description
A	Specifications
B	Drawings
C	Davis-Bacon Wage Determination VA080048
D	Area A Access Policy for MWEOC
E	Mount Weather Access Application

Attachment C Davis-Bacon Wage Determination VA080048

General Decision Number: VA080048 09/12/2008 VA48

Superseded General Decision Number: VA20070048

State: Virginia

Construction Type: Building

County: Loudoun County in Virginia.

BUILDING CONSTRUCTION PROJECTS (Does not include single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	02/08/2008
1	02/15/2008
2	04/18/2008
3	05/02/2008
4	06/06/2008
5	08/15/2008
6	09/12/2008

ELEC0026-001 06/02/2008

	Rates	Fringes
Electricians.....	\$ 35.55	11.42+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Jr.'s Birthday, Inauguration Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day or days designated as legal holidays by the Federal Government.

ELEV0010-002 01/01/2008

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 35.07	16.285+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, and the Friday after Thanksgiving.

b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

IRON0201-001 05/01/2008

	Rates	Fringes
Ironworkers: Reinforcing.....	\$ 26.15	12.08

PLUM0005-003 08/01/2008

	Rates	Fringes
Plumbers (Excluding HVAC Work)...	\$ 36.24	13.37+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

* PLUM0602-003 08/01/2008

	Rates	Fringes
Pipefitter/steamfitter (Including HVAC Work).....	\$ 35.12	14.47+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day.

SFVA0669-001 04/01/2008

	Rates	Fringes
Sprinkler Fitters.....	\$ 29.35	14.30

SUVA1993-001 06/18/1993

	Rates	Fringes
Bricklayer.....	\$ 14.00	
Carpenters (Including Drywall Hanging, Excluding Formsetting which includes building and setting forms, and setting pre-fab forms in connection with curbs and gutters).....	\$ 14.14	3.16
Cement Mason/Concrete Finisher...	\$ 12.99	1.71
Drywall Finisher/Taper.....	\$ 13.00	
Glaziers.....	\$ 13.33	3.39

Ironworkers, Structural.....	\$ 13.33	5.04
Laborers:		
Mason Tenders, Brick.....	\$ 9.00	
Pipelayers.....	\$ 9.50	.43
Unskilled.....	\$ 8.31	
Painter, Excluding Drywall Finishing.....	\$ 11.19	
Power equipment operators:		
Backhoes.....	\$ 11.52	.76
Bulldozers.....	\$ 12.75	.49
Cranes.....	\$ 12.74	
Loaders.....	\$ 12.47	1.04
Rollers.....	\$ 8.75	.42
Roofers.....	\$ 12.00	
Sheet metal workers (Including HVAC Duct Work).....	\$ 14.87	3.52
Soft Floor Layers.....	\$ 13.28	
Tile Finishers.....	\$ 12.17	
TILE SETTER.....	\$ 17.50	
Truck drivers.....	\$ 7.75	.42

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

ATTACHMENT D



FEMA

MOUNT WEATHER EMERGENCY OPERATIONS CENTER

	Number	Date	Originating Office
INSTRUCTION	MW1210.5	9/6/06	AR-MW-ES-SV

AREA A ACCESS POLICY FOR THE MOUNT WEATHER EMERGENCY OPERATIONS CENTER

1. Purpose. This Instruction establishes policies and procedures for access to the Mount Weather Emergency Operations Center (Mt. Weather EOC).
2. Applicability and Scope. These provisions apply to all personnel, tenants, contractors, and visitors with duties in Mt. Weather Area A. Additional more stringent requirements must be met for Area B access.
3. Rescission. This Instruction replaces Instruction MW1210.5, Access Policy for the Mount Weather Emergency Operations Center, dated January 7, 2005, which is rescinded.
4. Objective. The primary objective of this Instruction is to provide for the security of Mt. Weather EOC and the safety and well being of its employees and visitors. It also provides for compliance with the referenced documents in paragraph 5, below.
5. References:
 - a. Code of Federal Regulations, 44CFR Part 15, and Subpart A
 - b. Homeland Security Presidential Directive 12 (HSPD-12), August 27, 2004.
6. General
 - a. The Mt. Weather EOC is designated a restricted area. Access is limited to those persons who are U.S. citizens or have been granted an exception by the Executive Administrator, or his/her designee, and who have official business related to the mission and operations of the Mt. Weather EOC. Sponsors of personnel seeking access must be U.S. Government employees and contractors must submit all access requests through their Government Points Of Contact. Access requests must meet criteria as defined in 44CFR Part 15, subpart A and HSPD-12. Classified visits of non-U.S. citizens must be reviewed and approved in advance by the Undersecretary for Emergency Preparedness and Response (or his/her designee).

Distribution: D

INSTRUCTION MW1210.5

b. Access is controlled at the Main Gate, Building 911. Building 911 is staffed to assist personnel who are not permanently assigned to Mt. Weather gain access on a limited or intermittent basis.

7. Policy.

a. Normal access may be granted to:

- (1) All DHS/FEMA employees.
- (2) Other permanently assigned employees.
- (3) Visitors on official government business.
- (4) Contractor employees or vendors upon approval by the Mt. Weather Police.

(5) Visitors who require special short duration access. This includes employee family members who might be attending authorized special events. Visitor access of this type requires the advance approval of the Executive Administrator (or his/her designee) and will be granted on an event-by-event basis.

NOTE: Individuals who are not U.S. citizens may be granted escorted normal access by the Executive Administrator only if sponsored by a Federal Department or Agency and approved in advance by FEMA. Classified visits by non-US citizens must be approved by the Undersecretary for Emergency Preparedness and Response (or his/her designee) on a case-by-case basis. Adherence to this visitor citizenship policy is the responsibility of the sponsor.

b. Access for deliveries:

(1) Companies will provide twenty-four (24) hours advance notice of all deliveries to the Mt. Weather Safety and Security Branch. This notice can be given by fax (540-542-2608), or phone (540-542-2139). The following information must be given:

- (a) Company's name.
- (b) Delivery point at Mt. Weather.
- (c) Name of the Government and/or Contractor Point of Contact.
- (d) Name, social security number, birth date, and citizenship of the delivery person
- (e) Time of delivery (morning or afternoon).

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(2) Regular deliveries to the warehouse receiving area will be made on workdays between the hours of 7:00 AM to 3:00 PM. Deliveries occurring outside this time frame must be arranged on a case-by-case basis directly with warehouse personnel (540-542-2072) and will depend on available manpower.

(3) Deliveries to other areas may be made at any time as long as the Government or Contractor Point Of Contact is on hand and willing to accept delivery. It is the company's responsibility to coordinate with these Points Of Contact in advance to ensure access and acceptance upon arrival. Mt. Weather will not be responsible for delays or deliveries that cannot be made because the company fails to follow these procedures

(4) Companies who make deliveries on a fixed schedule may make a single notification and provide information for a regular delivery schedule. Changes must be reported immediately upon occurrence. Unchanged information will be valid for one (1) year.

c. Procedures for requesting normal access:

(1) Individual access: All Supervisors, Program Managers, Building Managers, or Government Points of Contact will provide advance notification of all individual visits to the Mt. Weather Police by submitting a properly completed Request for Access Application (Attachment A: Mount Weather Access Application). The appropriate Government Point of Contact, Supervisor, Program Manager, or Building Manager must sign the completed form. Unclassified forms may be faxed to: 540-542-2608, attention Mt. Weather Police.

(2) Contractor personnel access: Contractors whose personnel require access for the duration of projects must submit a Request for Access Application (Attachment A: Mount Weather Access Application) for each employee to their Government Point of Contact. (Provisions of paragraph 7. d. below may also apply)

(3) Requests for Badges. All requests for badges must meet HSPD-12 requirements.

d. Intermittent unescorted access: Mt. Weather EOC Security may perform NCIC checks to screen individuals for intermittent unescorted access. The following requirements apply:

(1) If the need for access is work related, the work must be immediately required and temporary in nature (less than 180 days).

(2) If the NCIC check indicates the applicant has no dangerous criminal record, access will be granted immediately by issuance of a "Daily Temporary Visitors" Badge.

(3) Any NCIC checks indicating possible dangerous activities will be referred to a Mt. Weather Police senior official (Deputy Chief or higher). This official will determine if fingerprint submission to FEMA Headquarters Personal Security is necessary for approval. If this is required, no access will be granted until the individual is approved.

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8. Source of Forms. Forms referenced in the above paragraphs are available from the Mt. Weather Police as hard copies or in electronic form. Forms provided as attachments to this Instruction are reduced in size to conform to Instruction margin restrictions and should not be used.

9. Responsibilities:

a. The Executive Administrator, or his/her designee, is responsible for administering these policies and procedures.

b. The Mt. Weather EOC Police shall implement and enforce this Instruction.

c. All personnel involved in purchases resulting in one-time motor freight deliveries to the Mt. Weather EOC will ensure information on the special access requirements (particularly the requirement for advance notification of delivery) is provided to the vendor with a request to advise the delivering transportation company.

d. Individual Supervisors, Program Managers, Building Managers, and Points of Contact are responsible for assuring adherence to these provisions of this Instruction that apply to their employees, contractors, and visitors.

Dabney Kerry
Executive Administrator

Attachment:

A - Request for Access Application

ATTACHMENT E

MOUNT WEATHER ACCESS APPLICATION

PLEASE READ THE INSTRUCTIONS AT THE BOTTOM BEFORE COMPLETING THIS FORM.

SECTION A - TO BE COMPLETED BY THE RESPONSIBLE COMPONENT AND OFFICE

1. NAME OF RESPONSIBLE COMPONENT AND OFFICE	2. GOVERNMENT POC (LAST, FIRST, MIDDLE)	3. POC PHONE NUMBER (AREA CODE)
4. SITE(S) TO BE ACCESSED BY INDIVIDUAL	5. FREQUENCY OF ACCESS REQUIRED (CHECK ONE) <input type="checkbox"/> DAILY <input type="checkbox"/> WEEKLY <input type="checkbox"/> MONTHLY <input type="checkbox"/> OTHER	6. CONTRACT # (IF APPLICABLE)
7. SIGNATURE OF THE POINT OF CONTACT	8. LENGTH OF ACCESS REQUIREMENT START DATE END DATE	9. GOVERNMENT INFORMATION SYSTEMS ACCESS REQUIRED YES <input type="checkbox"/> NO <input type="checkbox"/>

SECTION B - TO BE COMPLETED BY PRIMARY CONTRACTOR (IF APPLICABLE)

1. COMPANY / CONTRACTOR NAME	2. SIGNATURE	3. DATE
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SECTION C - TO BE COMPLETED BY APPLICANT

1. FULL NAME (LAST, FIRST, MIDDLE)		2. SOCIAL SECURITY NUMBER
3. DATE OF BIRTH (MONTH/DAY/YEAR)	4. PLACE OF BIRTH (CITY, STATE, COUNTRY)	
5. PRESENT ADDRESS (STREET ADDRESS, CITY, STATE, ZIP CODE)		
6. WORK TELEPHONE		7. MOBILE TELEPHONE
8. NAME AND ADDRESS OF EMPLOYER (COMPANY)		9. NAME OF SUPERVISOR & PHONE #
10. SEX (CHECK ONE) <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE	11. DRIVERS LICENSE # AND STATE	
12. DO YOU HOLD A U.S. CITIZENSHIP STATUS? <input type="checkbox"/> YES (CHECK ONE) <input type="checkbox"/> NO	13. ARE YOU A NATURALIZED CITIZEN? <input type="checkbox"/> YES (CHECK ONE) <input type="checkbox"/> NO	14. IF YES, Provide Naturalization Date/Allen # <i>IF Not a U.S. Citizen, Provide Allen Registration #</i>

THIS RELEASE WHEN PRESENTED BY A DULY AUTHORIZED REPRESENTATIVE OF THE U.S. DEPARTMENT OF HOMELAND SECURITY (DHS) WILL CONSTITUTE MY CONSENT AND AUTHORITY TO EXAMINE AND OBTAIN COPIES AND ABSTRACTS OF RECORDS, AS WELL AS RECEIVE STATEMENTS OF INFORMATION CONCERNING MY BACKGROUND. SPECIFICALLY, I HEREBY AUTHORIZE THE RELEASE OF FEDERAL/STATE/LOCAL POLICE & CRIMINAL RECORDS TO DHS BY APPLYING MY SIGNATURE ON THE DESIGNATED LINE BELOW. THIS AUTHORIZATION IS GIVEN IN CONNECTION WITH THE INVESTIGATIVE PROCEDURES BEING CONDUCTED RELATIVE TO MY CONTRACTUAL SERVICES WITH THE DEPARTMENT OF HOMELAND SECURITY, AND/OR ACCESS TO SECURE AREAS OCCUPIED BY THE DHS COMPONENTS.

PRIVACY ACT STATEMENT: ALL INFORMATION REQUESTED ON THE PERSONNEL ACCESS APPLICATION AND RELEASE STATEMENT IS COLLECTED UNDER AUTHORITY DERIVED FROM 18 USC 3056 AND EXECUTIVE ORDER 9397. THE ROUTINE USES OF INFORMATION REQUESTED INCLUDE REFERRAL TO OTHER FEDERAL, STATE AND LOCAL AGENCIES FOR DETERMINING SUITABILITY FOR ACCESS TO SECURE AREAS, AND/OR SENSITIVE, UNCLASSIFIED MATERIAL OF THE U.S. DEPARTMENT OF HOMELAND SECURITY. SUBMISSION OF THE INFORMATION IS VOLUNTARY, HOWEVER, FAILURE TO PROVIDE INFORMATION REQUESTED MAY PROHIBIT PROCESSING AND CAUSE DENIAL OF ACCESS TO SECURE AREAS OR SENSITIVE MATERIAL PROTECTED BY THE U.S. DEPARTMENT OF HOMELAND SECURITY. DISCLOSURE OF YOUR SOCIAL SECURITY NUMBER IS VOLUNTARY. THE INFORMATION IS USED TO IDENTIFY AND SEPARATE INDIVIDUALS WITH SIMILAR OF IDENTICAL NAMES OR INITIALS. REFUSAL TO DISCLOSE YOUR SOCIAL SECURITY NUMBER WILL BE NO CAUSE FOR DENIAL OF ANY RIGHT, BENEFIT, OR PRIVILEGE PROVIDED BY LAW.

NOTE: I UNDERSTAND THAT ANY FALSE STATEMENT ON ANY PART OF MY APPLICATION MAY BE GROUNDS FOR DENYING ME ACCESS INTO DEPARTMENT OF HOMELAND SECURITY CONTROLLED FACILITIES, AND/OR GROUNDS FOR PROSECUTION UNDER TITLE 18 USC 1001.

15. SIGNATURE OF APPLICANT	16. DATE
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INSTRUCTIONS

1. Please type or print clearly with a dark ballpoint pen
2. To apply for access into U.S. Department of Homeland Security controlled facilities, all applicants must complete this form in its entirety. (Failure to properly complete this form can result in contractual delays and/or non-admittance into U.S. Department of Homeland Security controlled facilities)
3. Section C must be completed and signed by individual applying for access. Form will then be returned to your Government POC
4. The Government POC must complete Section A, sign and forward form to: Mount Weather Security, 19844 Blue Ridge Mountain Road, Mt. Weather, VA 20135 or FAX 540-542-2608
5. If there are any questions regarding this form, please telephone the office listed above at 540-542-2091 / 540-542-2139

Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time to complete and file this Access Application is 10 minutes per application. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office of Records Management, Information Resource Management, Federal Emergency Management Agency, 500 C St. S.W., Washington, D.C., 20472.