

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. HE1260-09-R-4001	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 20-Nov-2008	PAGE OF PAGES 1 OF 20
	<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. HE126082963902	6. PROJECT NO.
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7. ISSUED BY DODDS-P/DDESS-G - PROCUREMENT DIVISION MS. SUSAN PHILLIPS, UNIT 35007 APO AP 96376-5007  TEL: 644-5883 DSN FAX: +81-98-957-4535	CODE HE1260	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE  <b>See Item 7</b>  TEL: FAX:
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9. FOR INFORMATION CALL:	A. NAME SUSAN PHILLIPS	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 644-5883
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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):*

The work for this contract includes furnishing of playground equipment; removal and disposal of existing tiles and playground equipment; and, installation of new playground equipment at Sollars Elementary School in Misawa, Japan.

This will be a trade-off source selection procurement in accordance with FAR 15.

The North American Industry Classification System (NAICS) code applicable to this procurement is 423910.

A Site Visit will be held at Sollars Elementary School in Misawa Japan at 1:30 pm on 21 November 2008. Interested Offerors will meet at the front gate of Misawa Air Force Base no later than 1:00 pm. Please contact Mr. Anthony McKenzie at tel (011-81-3117-66-3614), email anthony.mckenzie@pac.dodea.edu.

11. The Contractor shall begin performance within <u>5</u> calendar days and complete it within <u>260</u> calendar days after receiving <input checked="" type="checkbox"/> award, <input type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See _____.)
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12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	12B. CALENDAR DAYS
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 3 copies to perform the work required are due at the place specified in Item 8 by 04:00 PM *(hour)* local time 17 Dec 2008 *(date)*. If this is a sealed bid solicitation, offers must 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 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

**SOLICITATION, OFFER, AND AWARD (Continued)**

*(Construction, Alteration, or Repair)*

**OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*

15. TELEPHONE NO. *(Include area code)*

16. REMITTANCE ADDRESS *(Include only if different than Item 14)*

**See Item 14**

CODE

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 requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS

SEE SCHEDULE OF PRICES

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

**19. ACKNOWLEDGMENT 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:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

10 U.S.C. 2304(c)

41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY:

CODE

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

**28. NEGOTIATED AGREEMENT** *(Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions 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 or incorporated by reference in or attached to this contract.

**29. AWARD** *(Contractor is not required to sign this document.)*

Your offer on this 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)*

31A. NAME OF CONTRACTING OFFICER

*(Type or print)*

30B. SIGNATURE

30C. DATE

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA  
BY

31C. AWARD DATE

## Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Playground Equipment FFP The contractor shall furnish Playground Equipment and Rubber Safety Tiles for a Full Day Kindergarten (FDKG) age group with at least a 40 Occupancy Capacity. Equipment and tiles shall be compliant with the requirements stated herein. FOB: Destination PURCHASE REQUEST NUMBER: HE126082963902	1	LOT		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Playground Equipment FFP The contractor shall furnish Playground Equipment and Rubber Safety Tiles for Grades 1 through 3 with at least a 59 Occupancy Capacity. Equipment and tiles shall be compliant with the requirements stated herein. FOB: Destination PURCHASE REQUEST NUMBER: HE126082963902	1	LOT		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Removal and Disposal FFP The contractor shall remove and dispose of existing playground equipment and tiles located at Sollars Elementary School for CLINS 0001 and 0002. Demolition and installation of new equipment shall be performed during the Summer Break to start 12 June 2009 and shall be completed no later than 21 August 2009. FOB: Destination PURCHASE REQUEST NUMBER: HE126082963902	1	Lot		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Installation of Equipment and Tiles FFP The contractor shall install the new playground equipment and tiles for CLINS 0001 and 0002. Installation shall be completed no later than 21 Aug 2009. FOB: Destination PURCHASE REQUEST NUMBER: HE126082963902	1	Lot		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Shipping & Delivery FFP Contractor shall ship playground equipment and tiles under CLINs 0001 and 0002 via FOB Destination to Misawa AB, Japan. Shipping, handling and related expenses shall be covered under this CLIN. FOB: Destination PURCHASE REQUEST NUMBER: HE126082963902	1	Lot		

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NET AMT

**DELIVERY INFORMATION**

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A

**PERFORMANCE WORK STATEMENT**

**Performance Work Statement (PWS)** – Sollars Elementary School, Misawa AB, Japan  
Sure Start/Full Day Kindergarten (FDKG) & Grade 1-3 Playground

1. The scope of the work is for the contractor to accomplish the following: provide age-appropriate playground equipment and tiles and deliver to Sollars Elementary School in Misawa, Japan; removal and disposal of existing tiles and playground equipment; and, installation of new playground equipment and rubber safety tiles for the area shown in Attachment 1. Playground equipment will be IPEMA certified to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public use.
2. The playground equipment and rubber safety tiles shall be manufactured and installed in accordance with the guidelines shown in the 2008 Consumer Product Safety Commission (CPSC) “Handbook for Public Playground Safety”. The playground equipment must meet ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) compliant for Full Day Kindergarten (FDKG) and Grades 1-3.
3. The contractor will be responsible for the purchase, shipment, transportation and storage of all equipment and supplies through contract completion date.

4. School colors and information located at the following link <http://www.sollars-es.pac.dodea.edu/student/student.html>.

#### **GENERAL SITE LAYOUT**

A general site plan of the main playground area at Sollars Elementary School is provided as Attachment 1.

#### **SITE IMPROVEMENTS AND EQUIPMENT INSTALLATION**

5. Regrade the areas where the new playground equipment will be installed and surrounding areas as required providing proper surface drainage prior to the installation of the new playground equipment and rubber safety tiles.

6. Install one new Grades 1-3 playground equipment, one new FDKG/Sure Start playground equipment, and safety tiles at the locations in Attachment 1. Minimum requirements are:

	<u><b>FDKG</b></u>	<u><b>Grades 1-3</b></u>
Occupancy Capacity:	at least 40	at least 59
Ages:	2-12	5-12

7. Install topsoil and solid edge-to-edge sodding on all disturbed areas if required.

8. Additional Links and information:

<http://www.ipema.com/default.aspx>

<http://www.astm.org/Standard/index.shtml>

<http://www.cpsc.gov/cpscpub/pubs/playpubs.html>

<http://www.access-board.gov/adaag/html/adaag.htm>

#### **PERIOD OF PERFORMANCE**

Work shall begin within 5 days after award to allow for long lead time with the procurement of the playground equipment, tiles and associated parts and components, as well as to allow lead time for shipment and delivery to Misawa, Japan. All work under this contract shall be completed by August 21, 2009.

The contractor shall provide an approved schedule within 45 days before start of construction.

#### **SUBMITTALS**

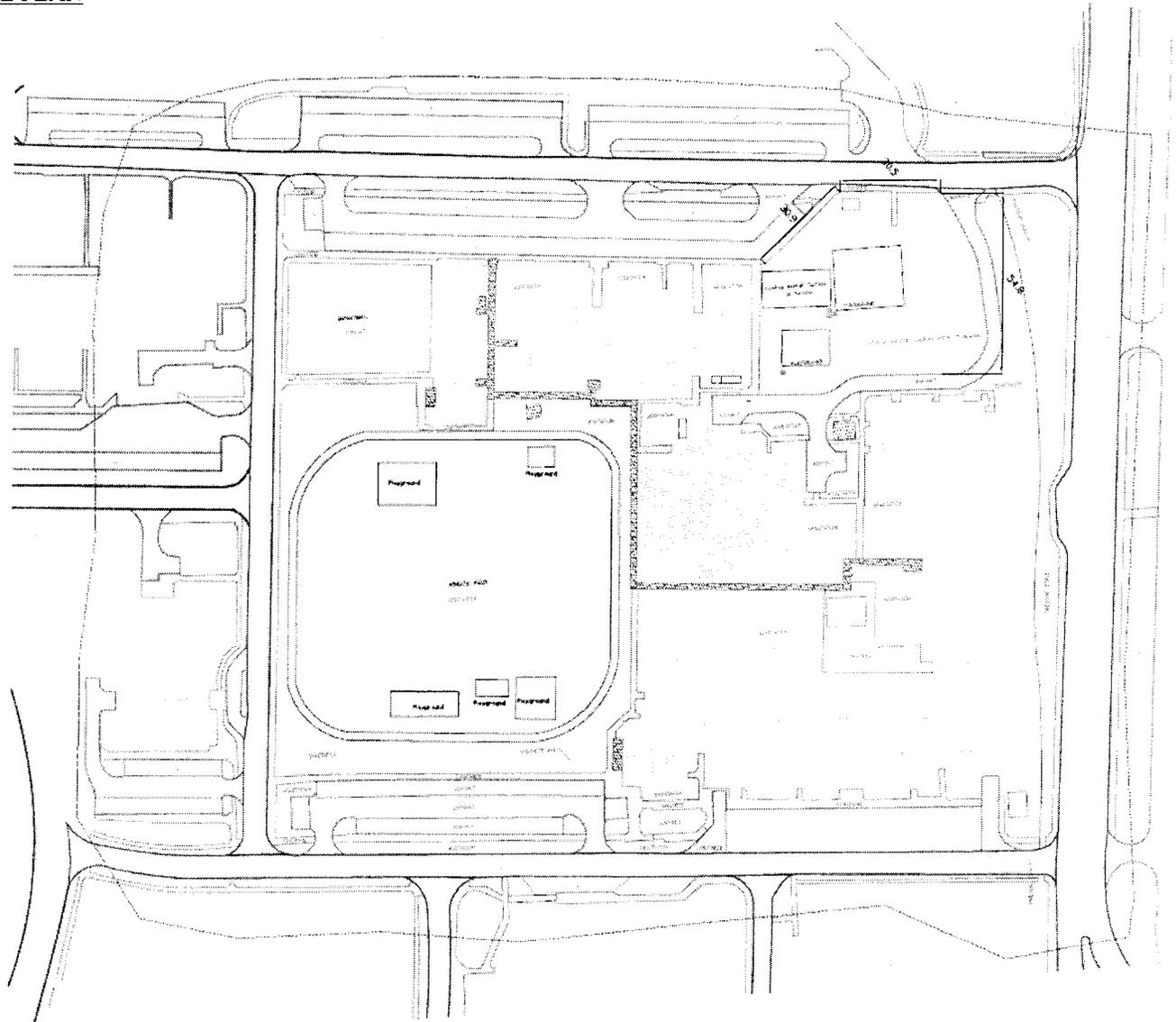
The contractor shall provide all parts, materials, and product information 30 days before construction. Submittals include material specifications and physical properties (ASTM test methods utilized)

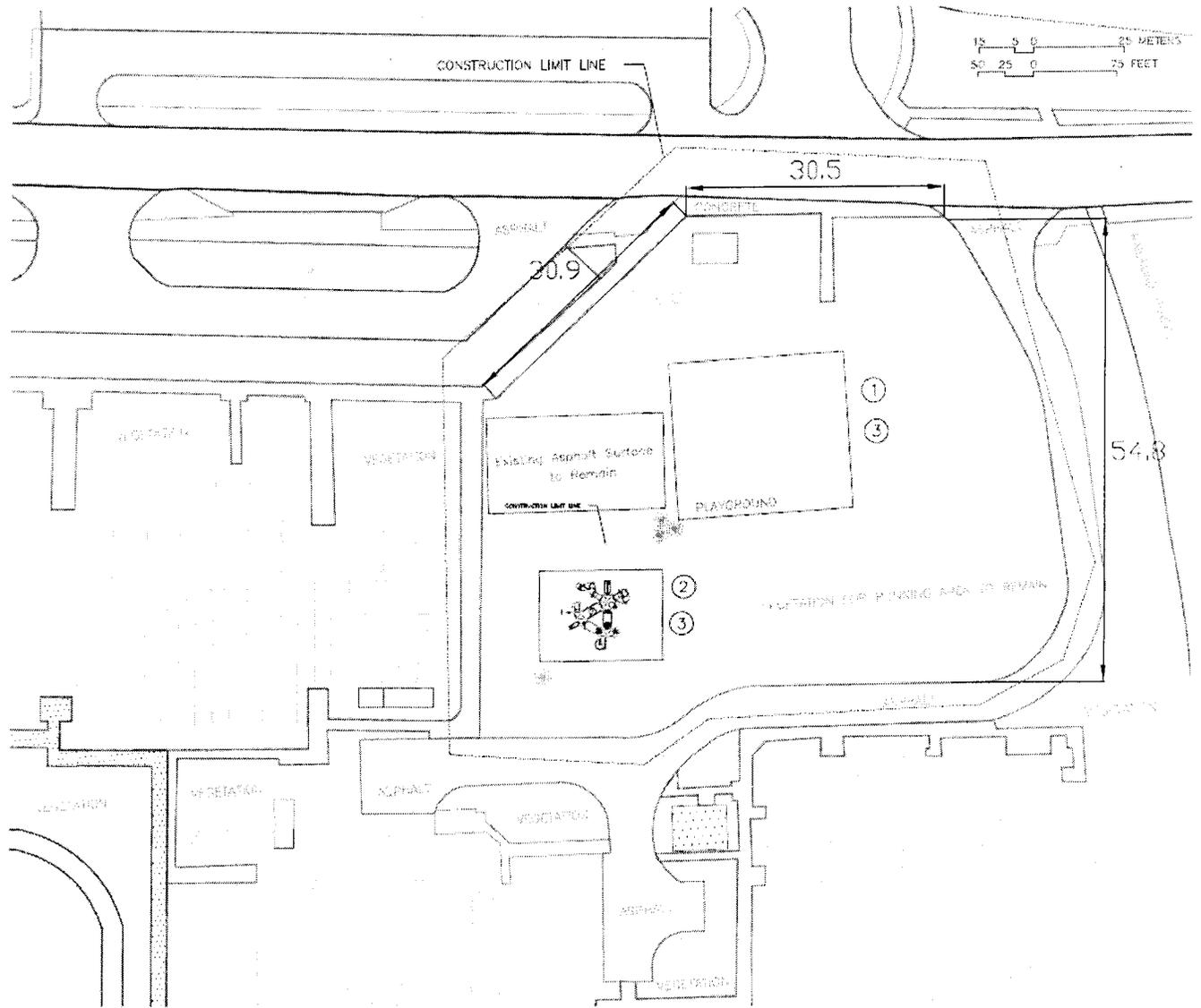
The contractor shall provide disposal/recycle certificates or manifest of all materials 14 days after project completion. Disposal shall be in accordance with the latest Japanese Environmental Standards and local regulations.

#### **QUALITY CONTROL PROGRAM**

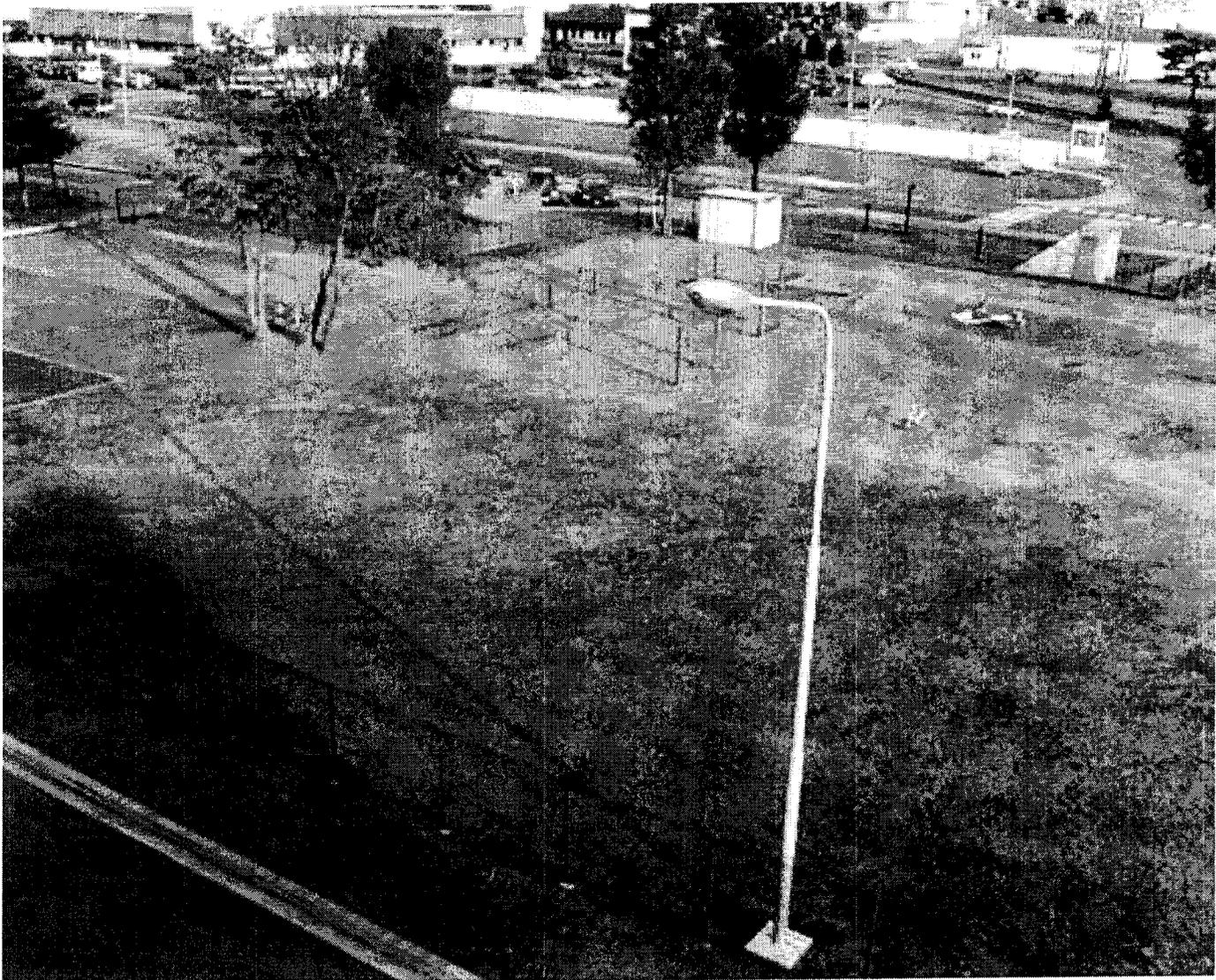
The contractor shall implement a quality control program to ensure the successful completion of this contract, as well as, a resultant quality and safe product at Sollars Elementary School.

SITE PLAN









## Section 00100 - Bidding Schedule/Instructions to Bidders

TECHNICAL EVALUATION CRITERIAEVALUATION OF TECHNICAL PROPOSALS

(a) The Government will award a firm-fixed-price contract resulting from this solicitation to the responsible offeror whose offer conforms to the solicitation and whose offer represents the best value to the Government. The Government will use the tradeoff source selection process in accordance with FAR 15.

(b) The following are the technical evaluation factors that offerors must address in their Technical Proposal:

1. **Design of Playground** - The submittal requirements for this factor will be evaluated to determine whether the proposed playground design and proposed playground equipment are the appropriate and best value product for end users. The proposed design and playground equipment shall demonstrate the offeror's understanding of the Government's requirements, including the ability of the proposed product to meet the age group use and the occupancy requirements set forth in this solicitation.

2. **Management Approach** - The offeror's response to this factor will be evaluated to determine if the offeror's approach to delivery of playground equipment; removal and disposal of existing tiles and playground equipment; installation of new playground equipment and tiles; offeror's use of subcontractor(s), if any; and, the offeror's proposed warranty terms and approach (i.e., repair or replacement, for example) are the most advantageous to the Government.

3. **Past Performance** - The Government will evaluate past performance information (PPI) received on the offeror to determine if the offeror would be successful in accomplishing the requirements set forth in this solicitation. PPI should be for contracts or projects similar to the requirements set forth in this solicitation and must be either current or have been completed within the last 3 years. The Government may use PPI ascertained from databases, telephonic or face-to-face inquiries, or any other method deemed appropriate or necessary.

SUBMITTAL REQUIREMENTS

1. **Design of Playground** - The offeror shall provide the following:

- (a) Site Plan
- (b) Design
- (c) Parts List with description and quantity of parts
- (d) Photographs and Renderings

2. **Management Approach** - The offeror shall provide an executive summary explaining its plan to accomplish the following contract requirements: delivery of playground equipment to Sollars Elementary School in Japan; removal and disposal of existing tiles and playground equipment; and, installation of new tiles and playground equipment by the required completion date. Include in this narrative, a table or activity list showing estimated delivery date, estimated demolition and disposal date, and installation date (contract completion date). Also, state which subcontractor(s) will be used for this contract (if any), as well as the offeror's proposed warranty terms (if any) for parts, including for aluminum and steel posts, upright posts, clamps, hardware (nuts, bolts, washers), spring assemblies, aluminum cast animals, main structure platforms and decks, metal roofs, table tops, bench tops, railings, loops, rungs, cables and plastic components. The offeror's proposed warranty approach (e.g. in case of structural failure due to corrosion, deterioration or workmanship of equipment should be discussed in this summary.

3. **Past Performance** - (a) The offeror may provide the attached Past Performance Questionnaire (PPQ) to at least two (2) reference clients or customers whom the offeror and/or its proposed subcontractor(s) have successfully completed a contract or project similar to the requirement set forth in this solicitation, within the last 3 years. The reference/customer should submit their completed PPQ to Contract Specialist, Ms. Susan Phillips at [susan.phillips@pac.dodea.edu](mailto:susan.phillips@pac.dodea.edu) and [dppd@pac.dodea.edu](mailto:dppd@pac.dodea.edu) **no later than 16 December 2008**. In lieu of the PPQ submittal, or in addition to the PPQ(s) received on the offeror, the offeror may also include in its proposal, a copy of current or previous Contractor Evaluation Ratings from any Government agency or educational organization which shows the offeror's performance on a contract or project similar to the requirement set forth in this solicitation.

(b) The offeror shall provide a List of References whom the PPQs were provided to. This list should include the following information for each referenced customer:

- Name of reference or customer
- Organization of reference or customer
- Phone Number(s) of reference
- Email Address of reference
- Title or Description of work or project accomplished for the referenced customer

This List of References is necessary in case the Government does not receive a completed PPQ from the listed references, and there is no information in any Government PPI database which demonstrates the offeror's past performance in accomplishing contract(s) or project(s) similar in nature to the requirement of this solicitation.

## Section 00700 - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.211-1	Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29	AUG 1998
52.215-2	Audit and Records--Negotiation	JUN 1999
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-50 Alt I	Combating Trafficking in Persons (Aug 2007) Alternate I	AUG 2007
52.223-3 Alt I	Hazardous Material Identification and Material Safety Data (Jan 1997) - Alternate I	JUL 1985
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-10	Payments under Fixed-Price Architect-Engineer Contracts	AUG 1987
52.232-25	Prompt Payment	OCT 2008
52.232-26	Prompt Payment for Fixed-Price Architect-Engineer Contracts	OCT 2008
52.232-27	Prompt Payment for Construction Contracts	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
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
52.236-4	Physical Data	APR 1984
52.236-5	Material and Workmanship	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
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	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 Alt I	Specifications and Drawings for Construction (Feb 1997) - Alternate I	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.236-28	Preparation of Proposals--Construction	OCT 1997
52.237-1	Site Visit	APR 1984

52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-14	Suspension of Work	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.243-4	Changes	JUN 2007
52.245-2	Government Property Installation Operation Services	JUN 2007
52.245-9	Use And Charges	JUN 2007
52.246-12	Inspection of Construction	AUG 1996
52.246-13	Inspection--Dismantling, Demolition, or Removal of Improvements	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
52.246-21 Alt I	Warranty of Construction (Mar 1994) - Alternate I	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-12	Supervision, Labor, or Materials	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-48	F.O.B. Destination--Evidence Of Shipment	FEB 1999
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (May 2004) - Alternate I	SEP 1996
52.249-3	Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements)	MAY 2004
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.249-10 Alt I	Default (Fixed-Price Construction) (Apr 1984) Alternate I	APR 1984
52.249-10 Alt III	Default (Fixed-Price Construction) (Apr 1984) Alternate III	APR 1984
52.249-14	Excusable Delays	APR 1984
52.252-4	Alterations in Contract	APR 1984
252.204-7000	Disclosure Of Information	DEC 1991
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7041	Correspondence in English	JUN 1997
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.233-7001	Choice of Law (Overseas)	JUN 1997

#### CLAUSES INCORPORATED BY FULL TEXT

#### 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 ready for use not later than .See PWS\* The time stated for completion shall include final cleanup of the premises.

(End of clause)

#### 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by the date when the Contractor submits its first invoice, using the EFT form established by DFAS.

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(End of clause)

## 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) The following instructions to offerors are to ensure the offerors submit information necessary for the Government to fully understand and evaluate quotations. Offerors are cautioned to follow the detailed instructions carefully and provide technical information that clearly show that the items provided meet the specifications listed in the Solicitation as the Government reserves the right to make an award based on initial offers received without discussions of such offers.

(End of provision)

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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):

FAR:

<http://www.acqnet.gov/far>

<http://farsite.hill.af.mil>

DFAR:

<http://www.acq.osd.mil/dpap/dars/dfars>

(End of clause)

## 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

## 252.225-7044 BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIAL (JUN 2005)

(a) Definitions. As used in this clause "Component" means any article, material, or supply incorporated directly into construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a 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 end product (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.

“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. “United States” means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

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

(b) Domestic preference. This clause implements the Balance of Payments Program by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except for—

(1) Construction material valued at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation; or

(2) The construction material or components listed by the Government as follows:

See PWS on specific/required materials.

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

See PWS

(End of clause)

Section 00800 - Special Contract Requirements