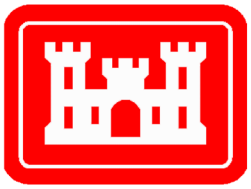

US Army Corps
of Engineers ®
New Orleans District

IFB NO. W912P826BA016

Freshwater Bayou to Gulf

Freshwater Bayou - Lock to Gulf. Freshwater Bayou Maintenance Dredging #26-1

Vermilion Parish, Louisiana

Construction Solicitation and Specifications

June 2026

ED 25-018

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, NEW ORLEANS DISTRICT
7400 LEAKE AVENUE
NEW ORLEANS, LA 70118-3651

June 2026

SOLICITATION: W912P826BA016

FOR: Freshwater Bayou – Lock to The Gulf, Freshwater Bayou Maintenance Dredging #26-1

TO OPEN: 21 July 2026

Prospective contractors must register in the System for Award Management (SAM). See FAR Clause 52.204-7 for required information. The website for SAM is https://www.sam.gov. As of April 4, 2022, the Federal Government has stopped using the DUNS Number as a unique identifier for entities and switched to a Unique Entity ID generated by SAM.gov. In addition, entities with DUNS Numbers but no SAM.gov registration have been able to get Unique Entity IDs without registering in SAM.gov since October 2021.

NOTE: The DUNS Number is no longer used in SAM.gov, eSRS, FSRS, FPDS, CPARS, or FAPIIS.

BIDDERS MUST PROVIDE FULL, ACCURATE AND COMPLETE INFORMATION AS REQUIRED BY THIS SOLICITATION AND ITS ATTACHMENTS. THE PENALTY FOR MAKING FALSE STATEMENTS IN BIDS IS PRESCRIBED IN 18 U.S.C. 1001. (FAR 52.214-4 APR 1984)

DESCRIPTION AND MAGNITUDE OF WORK:
The work consists of the removal and satisfactory disposal of all material excavated from the Freshwater Bayou, within the limits shown on the contract drawings.

CAUTION TO BIDDERS: **In delivery of hand-carried bids, bidders are cautioned to allow sufficient time for delays which may be encountered as a result of frequent trains which are subject to block all access roads to place of bid opening for various lengths of time and for visitor background checks by MVN security when entering the installation at place of bid opening.** ***Such delays DO NOT permit acceptance or consideration of late bids.***

NOTE: ALL WORK UNDER THESE SPECIFICATIONS SHALL BE PERFORMED IN ACCORDANCE WITH THE PROVISIONS OF EM 385-1-1 "CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL", DATED 15 MARCH 2024.

ATTENTION: Contractors must complete, and submit with their bid, the provisions located in Section 00 45 00. A bidder may also submit, in lieu of the completed Section 00 45 00, a complete copy of their Online Representations and Certifications from SAM.gov with an expiration date on or after the date of award.

ALL INQUIRIES REGARDING THIS SOLICITATION

SHOULD BE MADE TO THE FOLLOWING:

Evan Woitha

CONTRACT SPECIALIST

U.S. ARMY CORPS OF ENGINEERS, NEW ORLEANS DISTRICT

E-MAIL: EVAN.G.WOITHA@USACE.ARMY.MIL

PHONE: (504) 862-1214

COLLECT CALLS NOT ACCEPTED

NOTE: FOR THE MOST PROMPT RESPONSE, PLEASE SEND ALL QUESTIONS VIA E-MAIL.

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SOLICITATION, OFFER, AND AWARD

(Construction, Alteration, or Repair)

1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE	OF	PAGES
W912P826BA016	[X] SEALED BID (IFB) INVITATION FOR BID [ ] NEGOTIATED (RFP) REQUEST FOR PROPOSAL	18-JUN-2026	1		132

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
		ED 25-018

7. ISSUED BY	CODE	8. ADDRESS OFFER TO
W07V ENDIST N ORLEANS KO CONTRACTING DIVISION, 7400 LEAKE AVE NEW ORLEANS, LA 70118-3651 UNITED STATES EVAN WOITHA, EMAIL: EVAN.G.WOITHA@USACE.ARMY.MIL TELEPHONE: (504) 862-1214	W912P8	W07V ENDIST NEW ORLEANS KO CONTRACTING DIVISION, 7400 LEAKE AVE NEW ORLEANS, LA 70118-3651 UNITED STATES

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)*
	EVAN WOITHA	(504) 862-1214

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 number, date)*

PROJECT TITLE: FRESHWATER BAYOU MAINTENANCE DREDGING 26-1
PROJECT LOCATION: FRESHWATER BAYOU

PROJECT TITLE: FRESHWATER BAYOU - LOCK TO THE GULF, FRESHWATER BAYOU MAINTENANCE DREDGING #26-1, ED 25-018
PROJECT LOCATION: VERMILION PARISH, LA

THIS SOLICITATION IS ISSUED AS UNRESTRICTED. THE NAICS CODE FOR THIS PROCUREMENT IS 237990.

THE MAGNITUDE OF CONSTRUCTION IS BETWEEN $10,000,000 AND $25,000,000.

THE WORK CONSISTS OF THE REMOVAL AND SATISFACTORY DISPOSAL OF ALL MATERIAL ABOVE ELEVATION -16.0 MLG FROM C/L STATION 70+00 (MILE 1.3) TO C/L STATION -210+00 (MILE -4.0), OF FRESHWATER BAYOU CHANNEL FROM THE LIMITS AS SPECIFIED HEREIN AND SHOWN ON THE CONTRACT DRAWINGS. ALL DREDGED MATERIAL SHALL BE TRANSPORTED AND SUCCESSFULLY DEPOSITED ON THE GULF SHORELINE WEST OF THE FRESHWATER BAYOU CHANNEL, AS SHOWN CONTRACT DRAWINGS. (THE SOLICITATION WILL INCLUDE 5 DRAWINGS AND SPECIFICATIONS).

11. The contractor shall begin performance within 10 calendar days and complete it within 137 calendar days after receiving

[ ] award, [X] notice to proceed. This performance period is [ ] mandatory [ ] negotiable. ***(See*** Section 00 73 000 Para. 1 ***).***

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES", indicate within how many calendar days after award in Item 12b.)*	12b. CALENDAR DAYS
[X] YES [ ] NO	5

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 10:00 AM ***(hour)*** local time 21 JUL 2026 (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 [X] 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 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*	15. TELEPHONE NUMBER *(Include area code)*
	16. REMITTANCE ADDRESS *(Include only if different than 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 requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)*

AMOUNTS ▶

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

19. ACKNOWLEDGMENT OF AMENDMENTS
(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NUMBER										
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 THE UNITED STATES CODE AT ☐ 10 U.S.C. 3204(a) ( ) ☐ 41 U.S.C. 3304(a) ( )
26. ADMINISTERED BY	27. PAYMENT WILL BE MADE BY

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 requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	☐ 29. AWARD *(Contractor is not required to sign this document.)* Your offer on 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	31b. UNITED STATES OF AMERICA BY / 31c. DATE

Freshwater Bayou – Lock to The Gulf
Freshwater Bayou Maintenance Dredging #26-1

Item	DESCRIPTION	Estimated Quantity	Unit	Unit Price	Estimated Amount
BASE WORK					
0001	Mobilization and Demobilization	1	JOB		
0002	Dredging				
0002AA	First 700,000	700,000	CY		
0002AB	All Over 700,000	200,000	CY		
0003	Aerial Photography Documentation	1	JOB		
TOTAL BASE WORK:					$

Award will be made as a whole to one bidder.

NOTE 1: The unit "**JOB**" as used in this Bidding Schedule is synonymous with the term "**Lump Sum**" used elsewhere within these plans and specifications.

NOTE 2: Bidders shall furnish unit prices for each item listed in the Schedule requiring a unit price. If the bidder fails to insert a unit price in the appropriate blank for required item(s), but does furnish an extended total, or an estimated amount for such item(s), the Government shall deem the unit price to be the quotient obtained by dividing the extended amount for that line item by the quantity. IF A BIDDER OMITS BOTH THE UNIT PRICE AND THE EXTENDED TOTAL OR ESTIMATED AMOUNT FOR ANY ITEM, ITS BID SHALL BE DECLARED NON-RESPONSIVE AND THEREFORE INELIGIBLE FOR AWARD.

NOTE 3: Any bid may be rejected if the Contracting Officer determines in writing that it is unreasonable as to price. Unreasonableness of price includes not only total price of bid, but the price for individual line items as well. Any bid may be rejected if the prices for any line items or subline items are materially unbalanced (See FAR 14.404-2, Rejection of Individual Bids).

NOTE 4: THE NOTICE TO PROCEED (NTP): The successful bidder is advised that performance and payment bonds shall be submitted in accordance with the time frame in block 12B of SF 1442 after Notice of Award. The NTP will be issued immediately after verification of acceptable performance and payment bonds. Within seven (7) days after issuance of the NTP, the Contractor shall initiate a meeting to discuss the submittal process with the Area or Resident Engineer or his authorized representative. Physical work cannot start until the Accident Prevention Program, Contractor Quality Control Plan, and other submittals which may be required, have been submitted and approved and all preliminary meetings called for under the contract, have been conducted.

Section 00 00 00 - Procurement and Contracting Requirements

Instrument Name: Freshwater Bayou Maintenance Dredging 26-1

PROJECT TITLE: FRESHWATER BAYOU - LOCK TO THE GULF, FRESHWATER BAYOU MAINTENANCE DREDGING #26-1, ED 25-018 PROJECT LOCATION: VERMILION PARISH, LA THIS SOLICITATION IS ISSUED AS UNRESTRICTED. THE NAICS CODE FOR THIS PROCUREMENT IS 237990. THE MAGNITUDE OF CONSTRUCTION IS BETWEEN $10,000,000 AND $25,000,000. The work consists of the removal and satisfactory disposal of all material above elevation -16.0 MLG from C/L Station 70+00 (Mile 1.3) to C/L Station -210+00 (Mile -4.0), of Freshwater Bayou Channel from the limits as specified herein and shown on the Contract Drawings. All dredged material shall be transported and successfully deposited on the Gulf Shoreline west of the Freshwater Bayou channel, as shown contract drawings. (The solicitation will include 5 drawings and specifications).

Product Service Code : Y1KF

Section 00 10 00 - Solicitation, Contract Line Item Number (CLIN) Schedule

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Mobilization and Demobilization Product Service Code: Y1KF Pricing Arrangement: Firm Fixed Price	1	Job		
0002	Dredging		null		
0002AA	First 700,000 Product Service Code: Y1KF Pricing Arrangement: Firm Fixed Price	700,000	Cubic Yard		
0002AB	All Over 700,000 Product Service Code: Y1KF Pricing Arrangement: Firm Fixed Price	200,000	Cubic Yard		
0003	Aerial Photography Documentation Product Service Code: Y1KF Pricing Arrangement: Firm Fixed Price	1	Job		

Section 00 21 00 - Instructions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	2026-02		
52.214-3	Amendments to Invitations for Bids. (Deviation 2026-O0038)	2026-02		
52.214-4	False Statements in Bids.	1984-04		
52.214-5	Submission of Bids. (Deviation 2026-O0038)	2026-02		
52.214-6	Explanation to Prospective Bidders.	1984-04		
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids. (Deviation 2026-O0038)	2026-02		
52.214-34	Submission of Offers in the English Language.	1991-04		
52.214-35	Submission of Offers in U.S. Currency.	1991-04		
52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work. (Deviation 2026-O0038)	2026-02		
52.225-12	Notice of Buy American Requirement-Construction	2014-05		

	Materials Under Trade Agreements.	
52.233-2	Service of Protest. (Deviation 2026-O0038)	2026-02

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	2023-11		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03		
252.215-7011	Requirements for Submission of Proposals to the Administrative Contracting Officer and Contract Auditor.	2018-01		
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	2023-01		

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.216-1	Type of Contract. (Deviation 2026-O0038)	2026-02		

Type of Contract (Feb 2026) (Deviation 2026-O0038)

The Government contemplates award of a firm-fixed-price contract resulting from this solicitation.

(End of provision)

52.228-1 Bid Guarantee. 1996-09

Bid Guarantee (Sept 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 twenty (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 clause)

52.252-1 Solicitation Provisions Incorporated by Reference. 1998-02

Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

_____[Insert one or more Internet addresses]

(End of provision)

52.252-3	Alterations in Solicitation.	1984-04

Alterations in Solicitation (Apr 1984)

Portions of this solicitation are altered as follows:

____ ____ ____

(End of clause)

52.252-5	Authorized Deviations in Provisions.	2020-11

Authorized Deviations in Provisions (Nov 2020)

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

(b) The use in this solicitation of any ____[insert regulation name](48 CFR Chapter____) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.215-7012	Requirements for Submission of Proposals via Electronic Media.	2018-01		

REQUIREMENTS FOR SUBMISSION OF PROPOSALS VIA ELECTRONIC MEDIA (JAN 2018)

The Offeror shall submit the cost portion of the proposal via the following electronic media: ____ [Insert media format, e.g., electronic spreadsheet format, electronic mail, etc.]

(End of provision)

Section 00 45 00 - Representations and Certifications

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	2024-09		
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	2017-01		
52.229-12	Tax on Certain Foreign Procurements. (Deviation 2026-O0038)	2021-02		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	2022-09		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	2016-10		
252.223-7997	Prohibition on Procurement of Certain Items Containing	2022-09	Deviation 2022-	2022-09

	Perfluorooctane Sulfonate or Perfluorooctanoic Acid -- Representation. (Deviation 2022-O0010)		O0010
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	2022-05	
252.225-7057	Preaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	2022-08	
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	2023-06	
252.232-7016	Notice of Progress Payments or Performance-Based Payments.	2020-04	

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-2	Certificate of Independent Price Determination.	1985-04		

Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision ____[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

52.209-7	Information Regarding Responsibility Matters. (Deviation 2026-O0038)	2026-02

Information Regarding Responsibility Matters (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this provision-

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than $10,000,000 means-

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager;

head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

(End of provision)

52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (Deviation 2026-O0038)	2026-02

Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2026) (Deviation 2026-O0038)

(a) The Government will not enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.209-13	Violation of Arms Control Treaties or Agreements-Certification. (Deviation 2026-O0038)	2026-02

Violation of Arms Control Treaties or Agreements-Certification (Feb 2026) (Deviation 2026-O0038)

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101.

(b) Certification. [Offeror shall check either (1) or (2).]

[ ] (1) The Offeror certifies that-

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a

participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; or

[ ] (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If such activity might have occurred, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in

which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless-

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has

(i) Waived application under 22 U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

(e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

52.219-2	Equal Low Bids. (Deviation 2026-O0038)	2026-02

Equal Low Bids (Feb 2026) (Deviation 2026-O0038)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

_____ _____

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7016	Covered Defense Telecommunications Equipment or Services-Representation.	2019-12		

COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, "covered defense telecommunications equipment or services" has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered defense telecommunications equipment or services".

(c) Representation. The Offeror represents that it [ ] does, [ ] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	2021-05

PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

(a) Definitions. "Covered defense telecommunications equipment or services," "covered mission," "critical technology," and "substantial or essential component," as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018

(Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it [ ] will [ ] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

Section 00 70 00 - Conditions of the Contract

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.219-9	Small Business Subcontracting Plan. (Deviation 2026-O0038) (Alternate IV)	2026-02	Alternate IV	2026-02
52.222-3	Convict Labor. (Deviation 2026-O0038)	2026-02		
52.222-7	Withholding of Funds. (Deviation 2026-O0038)	2026-02		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	2026-02		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02		
52.240-93	Basic Safeguarding of Covered Contractor Information Systems. (Deviation 2026-O0038)	2026-02		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7012	Safeguarding Covered Defense	2024-05	Deviation	2024-05

	Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)		2024-O0013	
252.215-7995	Program Should-Cost Review. (DEVIATION 2026-O0048)	2026-03	Deviation 2026-O0048	2026-03
252.215-7996	Notification to Offerors-Postaward Debriefings. (DEVIATION 2026-O0048)	2026-03	Deviation 2026-O0048	2026-03
252.215-7998	Pilot Program to Accelerate Contracting and Pricing Processes. (DEVIATION 2024-O0007)	2024-02	Deviation 2024-O0007	2024-02
252.219-7996	Small Business Subcontracting Plan (DoD Contracts). (DEVIATION 2026-O0037)	2026-02	Deviation 2026-O0037	2026-02
252.219-7997	Small Business Subcontracting Plan (Test Program). (DEVIATION 2026-O0037)	2026-02	Deviation 2026-O0037	2026-02
252.225-7965	Acquisition of Dinnerware and Stainless-Steel Flatware. (DEVIATION 2026-O0033)	2026-01	Deviation 2026-O0033	2026-01
252.225-7966	Prohibition Regarding Russian Fossil Fuel Business Operations-Representation (Deviation 2024-O0006, Revision 1)	2024-03	Deviation 2024-O0006	2024-03
252.225-7967	Prohibition Regarding Russian Fossil Fuel Business Operations (Deviation 2024-O0006, Revision 1)	2024-02	Deviation 2024-O0006	2024-02
252.225-7972	Prohibition on the Procurement	2024-08	Deviation	2024-08

	of Foreign-Made Unmanned Aircraft Systems. (DEVIATION 2024-O0014)		2024-O0014	
252.225-7973	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems—Representation. (DEVIATION 2024-O0014)	2024-08	Deviation 2024-O0014	2024-08
252.225-7980	Contractor Personnel Performing in the United States Africa Command Area of Responsibility (DEVIATION 2016-O0008)	2016-06	Deviation 2016-O0008	2016-06
252.225-7986	Requirement for Products or Services from the African Host Nation-Djibouti (Deviation 2017-O0009)	2017-09	Deviation 2017-O0009	2017-09
252.225-7987	Requirements for Contractor Personnel Performing in the U.S. Southern Command Area of Responsibility (DEVIATION 2021-O0004)	2021-02	Deviation 2021-O0004	2021-02
252.225-7993	Prohibition on Providing Funds to the Enemy. (DEVIATION 2024-O0003)	2023-12	Deviation 2024-O0003	2023-12
252.225-7995	Contractor Personnel Performing in the United States Central Command Area of Responsibility (DEVIATION 2017-O0004)	2017-09	Deviation 2017-O0004	2017-09
252.225-7997	Contractor Demobilization (DEVIATION 2013-O0017)	2013-08	Deviation 2013-O0017	2013-08
252.226-7003	Drug-Free Work Force.	2024-08		

252.227-7991	Rights in Bid or Proposal Information. (DEVIATION 2026-O0036)	2026-02	Deviation 2026-O0036	2026-02
252.227-7994	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. (DEVIATION 2026-O0036)	2026-02	Deviation 2026-O0036	2026-02
252.227-7995	Deferred Ordering of Technical Data or Computer Software. (DEVIATION 2026-O0036)	2026-02	Deviation 2026-O0036	2026-02
252.227-7996	Technical Data--Withholding of Payment. (DEVIATION 2026-O0036)	2026-02	Deviation 2026-O0036	2026-02
252.227-7997	Validation of Asserted Restrictions. (DEVIATION 2026-O0036)	2026-02	Deviation 2026-O0036	2026-02
252.232-7004	DoD Progress Payment Rates (DEVIATION 2020-O0010)	2014-10	Deviation 2020-O0010	2020-03
252.244-7999	Subcontracts for Commercial Products or Commercial Services. (DEVIATION 2026-O0015)	2026-02	Deviation 2026-O0015	2026-01

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date

52.236-16	Quantity Surveys. (Alternate I)	2026-02	Alternate I	1984-04

(a) Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

(b) The Contractor shall conduct the original and final surveys and surveys for any periods for which progress payments are requested. All these surveys shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance. The Government shall make such computations as are necessary to determine the quantities of work performed or finally in place. The Contractor shall make the computations based on the surveys for any periods for which progress payments are requested.

(c) Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer.

(End of Clause)

NOTE: In Para. 7(c), the word "Promptly" is defined as "within three (3) calendar days."

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7998	Alternate A, Annual Representations and Certifications. (DEVIATION 2026-O0043)	2026-02	Alternate A Deviation 2026-O0043	2026-02 2026-02

Alternate A, Annual Representations and Certifications (DEVIATION 2026-O0043)(FEB 2026)

Include the following paragraphs (e), (f), and (g) in the provision at FAR 52.204-7:

(e)(1) If the provision at FAR 52.204-7, System for Award Management - Registration, is included in this solicitation, paragraph (g) of this provision applies.

(2) If the provision at FAR 52.204-7, System for Award Management - Registration, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (g) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

[ ] (i) Paragraph (g) applies.

[ ] (ii) Paragraph (g) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(f)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of $150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

[ ](i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

[ ](ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

[ ](iii) 252.225-7020, Trade Agreements Certificate.

[ ]Use with Alternate I.

[ ](iv) 252.225-7031, Secondary Arab Boycott of Israel.

[ ](v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

[ ]Use with Alternate I.

[ ]Use with Alternate II.

[ ]Use with Alternate III.

[ ]Use with Alternate IV.

[ ]Use with Alternate V.

[ ] (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

[ ] (vii) 252.232-7015, Performance-Based Payments--Representation.

(g) The Offeror has completed the annual representations and certifications electronically via the SAM website at https://www.sam.gov After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-7 and paragraph (f) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.203-1); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS provision No.	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

252.208-7999	Ordering From Government Supply Sources. (DEVIATION 2026-O0049)	2026-03	Deviation 2026-O0049	2026-03

ORDERING FROM GOVERNMENT SUPPLY SOURCES (DEVIATION 2026-O0049) (MAR 2026)

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of

the applicable schedule or agreement and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement:

Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock on a reimbursable basis, the Contractor shall--

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) The Contractor shall pay invoices from Government supply sources promptly.

(A) The Contractor shall pay purchases made from DoD supply sources within 30 days of the date of a proper invoice.

(B) The Contractor shall annotate each invoice with the date of receipt.

(C) For the purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract.

(D) If the Contractor fails to pay or pays late that may also result in the DoD supply source refusing to honor the requisition (see DFARS 208-105-2(a)(4)(ii)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources.

(1) In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer will provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action.

(2) The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated.

(3) Any such termination does not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) When placing orders for Government stock on a non-reimbursable basis, the Contractor shall--

(1) Comply with the requirements of the Contracting Officer's authorization; and

(2) When using electronic transactions to submit requisitions on a nonreimbursable basis only, place orders by authorizing contract number using the Defense Logistics Management System (DLMS) Supplement to Federal Implementation Convention 511R, Requisition; and acknowledge receipts by authorizing contract number using the DLMS Supplement 527R, Receipt, Inquiry, Response and Material Receipt Acknowledgement.

(e) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(f) Government invoices will be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address (include point of contact and telephone number):

_____ _____ _____ _____ _____

Government Remittance Address (include point of contact and telephone number):

_____ _____ _____ _____ _____

(End of clause)

252.215-7010	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data. (DEVIATION 2024-O0007)	2024-05	Deviation 2024-O0007	2024-02

REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (DEVIATION 2024-O0007)(FEB 2024)

(a) Definitions. As used in this provision-

“Market prices” means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.

“Non-Government sales” means sales of the supplies or services to non-Governmental entities for purposes other than governmental purposes.

“Relevant sales data” means information provided by an offeror on sales of the same or similar items that can be used to establish price reasonableness taking into consideration the age, volume, and nature of the transactions (including any related discounts, refunds, rebates, offsets, or other adjustments).

“Sufficient non-Government sales” means relevant sales data that reflects market pricing and contains enough information to make adjustments covered by FAR 15.404-1(b)(2)(ii)(B).

“Uncertified cost data” means the subset of “data other than certified cost or pricing data” (see FAR 2.101) that relates to cost.

(b) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data, the Offeror may submit a written request for exception by submitting the information described in paragraphs (b)(1)(i) and (ii) of this provision. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted and whether the price is fair and reasonable.

(i) Exception for price set by law or regulation - Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the Offeror shall submit, at a minimum, information that is adequate for evaluating the reasonableness of the price for this acquisition, including prices at which the same item or similar items have been sold in the commercial market. Such information shall include-

(A) For items previously determined to be commercial, the contract number and military department, defense agency, or other DoD component that rendered such determination, and if available, a Government point of contact;

(B) For items priced based on a catalog-

(1) A copy of or identification of the Offeror’s current catalog showing the price for that item; and

(2) If the catalog pricing provided with this proposal is not consistent with all relevant sales data, a detailed description of differences or inconsistencies between or among the relevant sales data, the proposed price, and the catalog price (including any related discounts, refunds, rebates, offsets, or other adjustments);

(C) For items priced based on market pricing, a description of the nature of the commercial market, the methodology used to establish a market price, and all relevant sales data. The description shall be adequate to permit DoD to verify the accuracy of the description;

(D) For items included on an active Federal Supply Service Multiple Award Schedule contract,

proof that an exception has been granted for the schedule item; or

(E) For items provided by nontraditional defense contractors, a statement that the entity is not currently performing and has not performed, for at least the 1-year period preceding the solicitation of sources by DoD for the procurement or transaction, any contract or subcontract for DoD that is subject to full coverage under the cost accounting standards prescribed pursuant to 41 U.S.C. 1502 and the regulations implementing such section.

(2) The Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and to determine the reasonableness of price.

(c) Requirements for certified cost or pricing data. This acquisition is accomplished under the authority of section 890 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019 (Pub. L. 115-232), as amended by section 825 of the NDAA for FY 2020 (Pub. L. 116-92), section 818 of the NDAA for FY 2023 (Pub. L. 117-263), and section 841 of the NDAA for FY 2024 (Pub. L. 118-31). The intent of this pilot program is to test the efficacy of basing price reasonableness determinations primarily on actual costs of performance for prior purchases of the same or similar products for the Department of Defense. If the Offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) In lieu of providing complete cost or pricing data, as defined in FAR 2.101, the Offeror shall submit a subset of cost or pricing data and supporting attachments as follows: ____
[Contracting Officer shall list the specific cost or pricing data deemed necessary to establish price reasonableness for this acquisition, and describe the required submission format for each type of data. At a minimum, the Contracting Officer shall identify the specific prior DoD purchases of the same or similar products for which the Offeror is required to submit the actual cost of performance. The Offeror is not required to submit cost or pricing data that is not listed within this provision. If the Contracting Officer finds that additional cost or pricing data are needed in order to determine that the price is fair and reasonable, the Contracting Officer shall issue an amendment to the solicitation, revising this paragraph as needed to require the submission of the additional data.]

(2)(i) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the Offeror shall submit a Certificate of Current Cost or Pricing Data, using the following language:

Certificate of Current Cost or Pricing Data for Acquisitions Accomplished under the Authority of

Section 890 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019, as amended by Section 825 of the NDAA for FY 2020, Section 818 of the NDAA for 2023, and Section 841 of the NDAA for FY 2024

This is to certify that, to the best of my knowledge and belief, the cost or pricing data required by the provision at 252.215-7010, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (DEVIATION 2024-O0007) of the Request for Proposal for this action, and submitted either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's Representative in support of ____* are accurate, complete, and current as of ____**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the Offeror and the Government that are part of the proposal.

Firm ____

Signature ____

Name ____

Title ____

Date of execution***____

*Identify the proposal involved, giving the appropriate identifying number (e.g., RFP No.).

**Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

***Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

(ii) The certificate does not constitute a representation as to the accuracy of the Offeror’s judgment on the estimate of future costs or projections. It applies to the data upon which the judgment or estimate was based. This distinction between fact and judgment should be clearly understood. With respect to the certified cost or pricing data required by paragraphs (c)(1) or (e) of this provision (as revised by solicitation amendment, if applicable), if the Offeror had information reasonably available at the time of agreement showing that the negotiated price was not based on accurate, complete, and current data, the Offeror’s responsibility is not limited

by any lack of personal knowledge of the information on the part of its negotiators.

(iii) The Contracting Officer and Offeror are encouraged to reach a prior agreement on criteria for establishing closing or cutoff dates when appropriate in order to minimize delays associated with proposal updates. Closing or cutoff dates applicable to the certified cost or pricing data required by paragraphs (c)(1) or (e) of this provision should be included as part of the data submitted with the proposal and, before agreement on price, data should be updated by the contractor to the latest closing or cutoff dates for which the data are available. Use of cutoff dates coinciding with reports is acceptable, as certain data may not be reasonably available before normal periodic closing dates (e.g., actual indirect costs). Data within the Offeror's or a subcontractor's organization on matters significant to contractor management and to the Government will be treated as reasonably available, if that data was required to be submitted by paragraph (c)(1) or (e) of this provision. What is significant depends upon the circumstances of each acquisition.

(iv) Possession of a Certificate of Current Cost or Pricing Data is not a substitute for examining and analyzing the Offeror's proposal.

(v) If certified cost or pricing data are requested by the Government and submitted by the Offeror, but an exception is later found to apply, the data shall not be considered certified cost or pricing data and shall not be certified in accordance with this subsection.

(3) The Offeror is responsible for determining whether a subcontractor qualifies for an exception from the requirement for submission of certified cost or pricing data on the basis of adequate price competition, i.e., two or more responsible offerors, competing independently, submit priced offers that satisfy the Government's expressed requirement in accordance with FAR 15.403-1(c)(1).

(d) Requirements for data other than certified cost or pricing data.

(1) Data other than certified cost or pricing data submitted in accordance with this provision shall include all data necessary to permit a determination that the proposed price is fair and reasonable, to include the requirements in DFARS 215.402(a)(i) and 215.404-1(b).

(2) In cases in which uncertified cost data is required, the information shall be provided in the form in which it is regularly maintained by the Offeror or prospective subcontractor in its business operations.

(3) The Offeror shall provide information described as follows: ____ [Insert description of the

data and the format that are required, including access to records necessary to permit an adequate evaluation of the proposed price in accordance with FAR 15.403-3].

(4) Within 10 days of a written request from the Contracting Officer for additional information to support proposal analysis, the Offeror shall provide either the requested information, or a written explanation for the inability to fully comply.

(5) Subcontract price evaluation.

(i) The Offeror shall obtain from subcontractors the minimum information necessary to support a determination of price reasonableness, as described in FAR part 15 and DFARS part 215.

(ii) No cost information may be required from a prospective subcontractor in any case in which there are sufficient non-Government sales of the same item to establish reasonableness of price.

(iii) If the Offeror relies on relevant sales data for similar items to determine the price is reasonable, the Offeror shall obtain only that technical information necessary—

(A) To support the conclusion that items are technically similar; and

(B) To explain any technical differences that account for variances between the proposed prices and the sales data presented, but excluding paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(e) Subcontracts.

(1) For subcontracts above the threshold for submission of certified cost or pricing data in FAR 15.403-4 to which the authority of the Section 890 pilot has been flowed down, in lieu of the requirements in paragraphs (a) and (b) of the clause at 52.215-12, Subcontractor Certified Cost or Pricing Data, of this solicitation, the Offeror shall require the subcontractor to submit a subset of cost or pricing data (actually or by specific identification in writing) as follows:

(i) ____
____
____

[Contracting Officer shall add paragraphs as necessary to identify each first-tier subcontract to which the authority of the Section 890 pilot has been flowed down, and the specific certified cost or pricing data required for each subcontract. Contracting Officer shall list the specific cost or

pricing data deemed necessary to determine that the price is fair and reasonable for each subcontract, and describe the required submission format for each type of data. The type and extent of data required may differ based on the dollar value of the subcontract proposal, or other appropriate considerations. At a minimum, the Contracting Officer shall identify the specific prior subcontracts awarded in support of the DoD purchases of the same or similar products for which the subcontractor is required to submit the actual cost of performance. The Contracting Officer shall specify whether the authority of the Section 890 pilot is further flowed down to any lower-tier subcontract pertaining to each first-tier subcontract. Where the pilot authority is flowed down to lower-tier subcontracts, the Contracting Officer shall describe the specific certified cost or pricing data that is to be provided by each affected lower-tier subcontractor. The subcontractor and lower tier subcontractors to which the pilot authority is flowed down are not required to submit certified cost or pricing data that is not listed within this provision. If the Contracting Officer finds that additional certified cost or pricing data are needed in order to determine that the price is fair and reasonable, the Contracting Officer shall issue an amendment to the solicitation, revising this paragraph as needed to require the submission of the additional data.]

(ii) In the event a subcontractor denies the Offeror access to the data described in paragraph (e)(1)(i) of this provision, the data may be provided directly to the Contracting Officer.

(iii) If a subcontractor is unable to provide the extent of historical actual cost experience required by paragraph (e)(1)(i), then the Offeror shall require the subcontractor to provide certified cost or pricing data in accordance with paragraph (e)(2) of this clause.

(iv) The Offeror shall require the subcontractor to certify in substantially the form prescribed in paragraph (c)(2) of this provision that, to the best of its knowledge and belief, the data submitted under paragraph (e)(1)(i) of this provision were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract.

(2) For subcontracts above the threshold for submission of certified cost or pricing data in FAR 15.403-4 to which the authority of the Section 890 pilot has not been flowed down, the Offeror shall require the subcontractor to provide certified cost or pricing data in accordance with the clause at 52.215-12, Subcontractor Certified Cost or Pricing Data, of this solicitation and shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of the clause at 52.215-12 were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract.

(End of provision)

252.215-7990	Requirement for Submission of Data Other Than Certified Cost or Pricing Data-Canadian Commercial Corporation. (DEVIATION 2026-O0048)	2026-03	Deviation 2026-O0048	2026-03

REQUIREMENT FOR SUBMISSION OF DATA OTHER THAN CERTIFIED COST OR PRICING DATA--CANADIAN COMMERCIAL CORPORATION (DEVIATION 2026-O0048) (MAR 2026)

(a) Submission of certified cost or pricing data is not required.

(b) Canadian Commercial Corporation shall obtain and provide the following:

(i) Profit rate or fee (as applicable).

(ii) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404).

(iii) Data other than certified cost or pricing data necessary to permit a determination by the U. S. Contracting Officer that the proposed price is fair and reasonable [U.S. Contracting Officer to insert description of the data required in accordance with FAR 15.403-1].

____

(c) As specified in 15.403-1(d), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(End of provision)

252.215-7991	Requirement for Submission of Data Other Than Certified Cost or Pricing Data-Modifications-Canadian Commercial Corporation. (DEVIATION 2026-O0048)	2026-03	Deviation 2026-O0048	2026-03

REQUIREMENT FOR SUBMISSION OF DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS--CANADIAN COMMERCIAL CORPORATION (DEVIATION 2026-O0048) (MAR 2026)

This clause, in lieu of FAR 52.215-21, applies only if award is to the Canadian Commercial Corporation.

(a) Submission of certified cost or pricing data is not required.

(b) Canadian Commercial Corporation shall obtain and provide the following for modifications that exceed the $150,000 [or higher dollar value specified by the U.S. Contracting Officer in the solicitation].

(i) Profit rate or fee (as applicable).

(ii) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404).

(iii) Data other than certified cost or pricing data necessary to permit a determination by the U. S. Contracting Officer that the proposed price is fair and reasonable [U.S. Contracting Officer to insert description of the data required in accordance with FAR 15.403-1].

____

(End of clause)

252.215-7992	Only One Offer. (DEVIATION 2026-O0048)	2026-03	Deviation 2026-O0048	2026-03

ONLY ONE OFFER (DEVIATION 2026-O0048) (MAR 2026)

(a) Cost or pricing data requirements. After initial submission of offers, if the Contracting Officer notifies the Offeror that only one offer was received, the Offeror agrees to--

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable (10 U.S.C. 3705) or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 3702); and

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-2(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7994, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

(b) Canadian Commercial Corporation. If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with DFARS 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at 15.404).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U. S. Contracting Officer that the proposed price is fair and reasonable [U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-1 with the notification].

____

(4) As specified in FAR 15.403-1(d), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(c) Subcontracts. Unless the Offeror is the Canadian Commercial Corporation, the Offeror shall insert the substance of this provision, including this paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(End of provision)

252.215-7993	Proposal Adequacy Checklist. (DEVIATION 2026-O0048)	2026-03	Deviation 2026-O0048	2026-03

PROPOSAL ADEQUACY CHECKLIST (DEVIATION 2026-O0048) (MAR 2026)

The offeror shall complete the following checklist, providing location of requested information, or an explanation of why the requested information is not provided. In preparation of the offeror's checklist, offerors may elect to have their prospective subcontractors use the same or similar checklist as appropriate.

PROPOSAL ADEQUACY CHECKLIST

No.	REFERENCES If not provided EXPLAIN (may use continuation pages) GENERAL INSTRUCTIONS	SUBMISSION ITEM	PROPOSAL PAGE

1. FAR 15.408-2, Table 15-1, Section I Paragraph A Is there a properly completed first page of the proposal per FAR 15.408-2 Table 15-1 I.A or as specified in the solicitation? ____ ____

2. FAR 15.408-2, Table 15-1, Section I Paragraph A(7) Does the proposal identify the need for Government-furnished material/tooling/test equipment? Include the accountable contract number and contracting officer contact information if known.

____ ____

3. FAR 15.408-2, Table 15-1, Section I Paragraph A(8) Does the proposal identify and explain notifications of noncompliance with Cost Accounting Standards Board or Cost Accounting Standards (CAS); any proposal inconsistencies with your disclosed practices or applicable CAS; and inconsistencies with your established estimating and accounting principles and procedures? ____ ____

4. FAR 15.408-2, Table 15-1, Section I, Paragraph C(1)FAR 2.101, "Cost or pricing data" Does the proposal disclose any other known activity that could materially impact the costs?This may include, but is not limited to, such factors as--(1) Vendor quotations;(2) Nonrecurring costs;(3) Information on changes in production methods and in production or purchasing volume;(4) Data supporting projections of business prospects and objectives and related operations costs;(5) Unit-cost trends such as those associated with labor efficiency;(6) Make-or-buy decisions;(7) Estimated resources to attain business goals; and(8) Information on management decisions that could have a significant bearing on costs. ____

____

5. FAR 15.408-2, Table 15-1, Section I Paragraph B Is an Index of all certified cost or pricing data and information accompanying or identified in the proposal provided and appropriately referenced? ____ ____

6. FAR 15.403-2(b) Are there any exceptions to submission of certified cost or pricing data pursuant to FAR 15.403-2(b)? If so, is supporting documentation included in the proposal? (Note questions 18-20.) ____ ____

7. FAR 15.408-2, Table 15-1, Section I Paragraph C(2)(i) Does the proposal disclose the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data? ____

____

8. FAR 15.408-2, Table 15-1, Section I Paragraph C(2)(ii) Does the proposal disclose the nature and amount of any contingencies included in the proposed price? ____ ____

9. FAR 15.408-2, Table 15-1, Section II, Paragraph A or B Does the proposal explain the basis of all cost estimating relationships (labor hours or material) proposed on other than a discrete basis? ____ ____

10. FAR 15.408-2, Table 15-1, Section I Paragraphs D and E Is there a summary of total cost by element of cost and are the elements of cost cross-referenced to the

supporting cost or pricing data? (Breakdowns for each cost element must be consistent with your cost accounting system, including breakdown by year.) ____ ____

11. FAR 15.408-2, Table 15-1, Section I Paragraphs D and E If more than one Contract Line Item Number (CLIN) or sub Contract Line Item Number (sub-CLIN) is proposed as required by the RFP, are there summary total amounts covering all line items for each element of cost and is it cross-referenced to the supporting cost or pricing data?

____ ____

12. FAR 15.408-2, Table 15-1, Section I Paragraph F Does the proposal identify any incurred costs for work performed before the submission of the proposal?

____ ____

13. FAR 15.408-2, Table 15-1, Section I Paragraph G Is there a Government forward pricing rate agreement (FPRA)? If so, the offeror shall identify the official submittal of such rate and factor data. If not, does the proposal include all rates and factors by year that are utilized in the development of the proposal and the basis for those rates and factors? ____ ____

COST ELEMENTS

MATERIALS AND SERVICES

14. FAR 15.408-2, Table 15-1, Section II Paragraph A Does the proposal include a consolidated summary of individual material and services, frequently referred to as a Consolidated Bill of Material (CBOM), to include the basis for pricing? The offeror's consolidated summary shall include raw materials, parts, components, assemblies, subcontracts and services to be produced or performed by others, identifying as a minimum the item, source, quantity, and price. ____ ____

SUBCONTRACTS (Purchased materials or services)

15. DFARS 215.404-8 Has the offeror identified in the proposal those subcontractor proposals, for which the contracting officer has initiated or may need to request field pricing analysis? ____ ____

16. FAR 15.404-8(b)FAR 52.244-2 Per the thresholds of FAR 15.404-8(b), Subcontract Pricing Considerations, does the proposal include a copy of the applicable subcontractor's certified cost or pricing data? ____ ____

17. FAR 15.408-2, Table 15-1, Note 1; Section II Paragraph A Is there a price/cost analysis establishing the reasonableness of each of the proposed subcontracts included with the proposal?If the offeror's price/cost analyses are not provided with the proposal, does the proposal include a matrix identifying dates for receipt of subcontractor proposal, completion of fact finding for purposes of price/cost analysis, and submission of the price/cost analysis? ____ ____

EXCEPTIONS TO CERTIFIED COST OR PRICING DATA

18. FAR 52.215-20,FAR 2.101, "commercial product" or "commercial service" Has the offeror submitted an exception to the submission of certified cost or

pricing data for commercial products or commercial services proposed either at the prime or subcontractor level, in accordance with provision 52.215-20?a. Has the offeror specifically identified the type of commercial product or commercial service claim (FAR 2.101 "commercial product" or "commercial service" definition), and the basis on which the commercial product or commercial service meets the definition?b. For modified commercial products (FAR 2.101 "commercial product" definition); did the offeror classify the modification(s) as either--i. A modification of a type customarily available in the commercial marketplace (paragraph (3)(i)); orii. A minor modification (paragraph (3)(ii)) of a type not customarily available in the commercial marketplace made to meet Federal Government requirements not exceeding the thresholds in FAR 15.403-2(c)(3)(iii)(B)?c. For proposed commercial products "of a type", or "evolved" or modified (FAR 2.101 "commercial product" definition), did the contractor provide a technical description of the differences between the proposed item and the comparison item (s)? ____ ____

19. [Reserved]

20. FAR 15.408-2, Table 15-1, Section II Paragraph A(1) Does the proposal support the degree of competition and the basis for establishing the source and reasonableness of price for each subcontract or purchase order priced on a competitive basis exceeding the threshold for certified cost or pricing data? ____ ____

INTERORGANIZATIONAL TRANSFERS

21. FAR 15.408-2, Table 15-1, Section II Paragraph A.(2) For inter-organizational transfers proposed at cost, does the proposal include a complete cost proposal in compliance with Table 15-1? ____ ____

22. FAR 15.408-2, Table 15-1, Section II Paragraph A(1) For inter-organizational transfers proposed at price in accordance with FAR 31.205-26(e), does the proposal provide an analysis by the prime that supports the exception from certified cost or pricing data in accordance with FAR15.403-2? ____ ____

DIRECT LABOR

23. FAR 15.408-2, Table 15-1, Section II Paragraph B Does the proposal include a time phased (i.e.; monthly, quarterly) breakdown of labor hours, rates and costs by category or skill level? If labor is the allocation base for indirect costs, the labor cost must be summarized in order that the applicable overhead rate can be applied. ____ ____

24. FAR 15.408-2, Table 15-1, Section II Paragraph B For labor Basis of Estimates (BOEs), does the proposal include labor categories, labor hours, and task descriptions, (e.g.; Statement of Work reference, applicable CLIN, Work Breakdown Structure, rationale for estimate, applicable history, and time-phasing)? ____ ____

25. FAR subpart 22.10 If covered by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), are the rates in the proposal in compliance with the minimum rates specified in the statute? ____ ____

INDIRECT COSTS

26. FAR 15.408-2, Table 15-1, Section II Paragraph C Does the proposal indicate the basis of estimate for proposed indirect costs and how they are applied? (Support for the indirect rates could consist of cost breakdowns, trends, and budgetary data.)

____ ____

OTHER COSTS

27. FAR 15.408-2, Table 15-1, Section II Paragraph D Does the proposal include other direct costs and the basis for pricing? If travel is included does the proposal include number of trips, number of people, number of days per trip, locations, and rates (e.g. airfare, per diem, hotel, car rental, etc)? ____ ____

28. FAR 15.408-2, Table 15-1, Section II Paragraph E If royalties exceed $1,500 does the proposal provide the information/data identified by Table 15-1?

____ ____

29. FAR 15.408-2, Table 15-1, Section II Paragraph F When facilities capital cost of money is proposed, does the proposal include submission of Form CASB-CMF or reference to an FPRA/FPRP and show the calculation of the proposed amount?

____ ____

FORMATS FOR SUBMISSION OF LINE ITEM SUMMARIES

30. FAR 15.408-2, Table 15-1, Section III Are all cost element breakdowns provided using the applicable format prescribed in FAR 15.408-2, Table 15-1 III? (or alternative format if specified in the request for proposal) ____ ____

31. FAR 15.408-2, Table 15-1, Section III Paragraph B If the proposal is for a modification or change order, have cost of work deleted (credits) and cost of work added (debits) been provided in the format described in FAR 15.408-2, Table 15-1.III.B?

____ ____

32. FAR 15.408-2, Table 15-1, Section III Paragraph C For price revisions /redeterminations, does the proposal follow the format in FAR 15.408-2, Table 15-1.III. C?
____ ____

OTHER

33. FAR 16.4 If an incentive contract type, does the proposal include offeror proposed target cost, target profit or fee, share ratio, and, when applicable, minimum /maximum fee, ceiling price? ____ ____

34. FAR 16.203-4 and FAR 15.408-2, Table 15-1, Section II, Paragraphs A, B, C, and D If Economic Price Adjustments are being proposed, does the proposal show the rationale and application for the economic price adjustment? ____

____

35. FAR 52.232-28 If the offeror is proposing Performance-Based Payments did the offeror comply with FAR 52.232-28? ____ ____

36. FAR 15.110(v)FAR 52.215-22FAR 52.215-23 Excessive Pass-through

Charges- Identification of Subcontract Effort: If the offeror intends to subcontract more than 70% of the total cost of work to be performed, does the proposal identify: (i) the amount of the offeror's indirect costs and profit applicable to the work to be performed by the proposed subcontractor(s); and (ii) a description of the added value provided by the offeror as related to the work to be performed by the proposed subcontractor(s)? ____ ____
(End of provision)

252.215-7997	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications-Section 890 Pilot Program. (DEVIATION 2024-O0007)	2024-02	Deviation 2024-O0007	2024-02

REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA—MODIFICATIONS—SECTION 890 PILOT PROGRAM (DEVIATION 2024-O0007) (FEB 2024)

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth in Federal Acquisition Regulation (FAR) 15.403-4(a)(1) on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in paragraphs (a)(1)(i) and (ii) of this clause. If the threshold for submission of certified cost or pricing data specified in FAR 15.403-4(a)(1) is adjusted for inflation as set forth in FAR 1.109(a), then pursuant to FAR 1.109(d) the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable—

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy

of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If-

(1) The original contract or subcontract was granted an exception from certified cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include-

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of

price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the Contractor is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) In lieu of providing complete cost or pricing data in accordance with the clause at FAR 52.215-21 of this contract, the Contractor shall submit a subset of cost or pricing data, data other than certified cost or pricing data, and supporting attachments as specified by the Contracting Officer in the request for proposal for the modification. The Contracting Officer will list the specific cost or pricing data deemed necessary to stablish price reasonableness for this contract modification, and describe the required submission format for each type of data. At a minimum, the Contracting Officer will identify the specific prior DoD purchases of the same or similar products for which the contractor is required to submit the actual cost of performance. The Contractor is not required to submit cost or pricing data that is not listed within the request for proposal for the modification. If the Contracting Officer finds that additional cost or pricing data are needed in order to determine that the price is fair and reasonable, the Contracting Officer will issue an amendment to the request for proposal, and the Contractor will be required to submit the additional data.

(2)(i) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, using the following language:

Certificate of Current Cost or Pricing Data for Contract Modifications Accomplished under the Authority of Section 890 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019, as amended by Section 825 of the NDAA for FY 2020, Section 818 of the NDAA for 2023, and Section 841 of the NDAA for FY 2024.

This is to certify that, to the best of my knowledge and belief, the cost or pricing data required for this contract modification, in accordance with the request for proposal for this contract modification and the deviation clause at 252.215-7997, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications—Section 890 Pilot Program (DEVIATION 2024-O0007), and submitted either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's Representative in support of ____* are accurate, complete, and current as of ____**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the Contractor and the Government that are part of the proposal.

Firm ____

Signature ____

Name ____

Title ____

Date of execution***____

*Identify the proposal involved, giving the appropriate identifying number (e.g., RFP No.).

**Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

***Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

(ii) The certificate does not constitute a representation as to the accuracy of the Contractor's judgment on the estimate of future costs or projections. It applies to the data upon which the judgment or estimate was based. This distinction between fact and judgment should be clearly understood. With respect to the certified cost or pricing data required by paragraphs (b) or (d) of this clause, if the Contractor had information reasonably available at the time of agreement showing that the negotiated price was not based on accurate, complete, and current data, the Contractor's responsibility is not limited by any lack of personal knowledge of the information on the part of its negotiators.

(iii) The Contracting Officer and Contractor are encouraged to reach a prior agreement on criteria for establishing closing or cutoff dates when appropriate in order to minimize delays associated with proposal updates. Closing or cutoff dates applicable to the certified cost or pricing data required by paragraphs (b)(1) or (d) of this clause should be included as part of the data submitted with the proposal and, before agreement on price, data should be updated by the contractor to the latest closing or cutoff dates for which the data are available. Use of cutoff dates coinciding with reports is acceptable, as certain data may not be reasonably available before normal periodic closing dates (e.g., actual indirect costs). Data within the Contractor's or a subcontractor's organization on matters significant to contractor management and to the Government will be treated as reasonably available, if that data was required to be submitted by

paragraph (b)(1) or (d)(1) and (d)(2) of this clause. What is significant depends upon the circumstances of each acquisition.

(iv) Possession of a Certificate of Current Cost or Pricing Data is not a substitute for examining and analyzing the Contractor’s proposal.

(v) If certified cost or pricing data are requested by the Government and submitted by the Contractor, but an exception is later found to apply, the data shall not be considered certified cost or pricing data and shall not be certified in accordance with this subsection.

(3) The Contractor is responsible for determining whether a subcontractor qualifies for an exception from the requirement for submission of certified cost or pricing data on the basis of adequate price competition, i.e., two or more responsible offerors, competing independently, submit priced offers that satisfy the Government's expressed requirement in accordance with FAR 15.403-1(c)(1).

(c) Requirements for data other than certified cost or pricing data.

(1) Data other than certified cost or pricing data submitted in accordance with this clause shall include all data necessary to permit a determination that the proposed price is fair and reasonable, to include the requirements in Defense Federal Acquisition Regulation Supplement (DFARS) 215.402(a)(i) and 215.404-1(b).

(2) In cases in which uncertified cost data is required, the information shall be provided in the form in which it is regularly maintained by the Contractor or prospective subcontractor in its business operations.

(3) The Contractor shall provide information described as follows: ____ [Insert description of the data and the format that are required, including access to records necessary to permit an adequate evaluation of the proposed price in accordance with FAR 15.403-3].

(4) Within 10 days of a written request from the Contracting Officer for additional information to support proposal analysis, the Contractor shall provide either the requested information, or a written explanation for the inability to fully comply.

(5) Subcontract price evaluation.

(i) The Contractor shall obtain from subcontractors the information necessary to support a determination of price reasonableness, as described in FAR part 15 and DFARS part 215.

(ii) No cost information may be required from a prospective subcontractor in any case in which there are sufficient non-Government sales of the same item to establish reasonableness of price.

(iii) If the Contractor relies on relevant sales data for similar items to determine the price is reasonable, the Contractor shall obtain only that technical information necessary-

(A) To support the conclusion that items are technically similar; and

(B) To explain any technical differences that account for variances between the proposed prices and the sales data presented.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), but excluding paragraph (b), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(1) For subcontracts above the threshold for submission of certified cost or pricing data in FAR 15.403-4 to which the authority of the Section 890 pilot has been flowed down, in lieu of the requirements in paragraphs (a) and (b) of the clause at 52.215-13, Subcontractor Certified Cost or Pricing Data—Modifications, of this contract, the Contractor shall require the subcontractor to submit a subset of cost or pricing data (actually or by specific identification in writing) as specified in the request for proposal for the modification.

(i) The Contracting Officer will add paragraphs in the request for proposal as necessary to identify each first-tier subcontract to which the authority of the Section 890 pilot has been flowed down, and the specific certified cost or pricing data required for each subcontract. Contracting Officer will list the specific cost or pricing data deemed necessary to determine that the price is fair and reasonable for each subcontract, and describe the required submission format for each type of data. The type and extent of data required may differ based on the dollar value of the subcontract proposal, or other appropriate considerations. At a minimum, the Contracting Officer will identify the specific prior subcontracts awarded in support of the DoD purchases of the same or similar products for which the subcontractor is required to submit the actual cost of performance. The Contracting Officer will specify whether the authority of the Section 890 pilot is further flowed down to any lower-tier subcontract pertaining to each first-tier subcontract. Where the pilot authority is flowed down to lower-tier subcontracts, the Contracting Officer will describe the specific certified cost or pricing data that is to be provided by each affected lower-tier subcontractor. The subcontractor and lower tier subcontractors to which the pilot authority is flowed down are not required to submit certified cost or pricing data that is not listed within the

request for proposal.

(ii) In the event a subcontractor denies the Contractor access to the data described in paragraph (d)(1)(i) of this clause, the data may be provided directly to the Contracting Officer.

(iii) If a subcontractor is unable to provide the extent of historical actual cost experience required by paragraph (d)(1)(i), then the Contractor shall require the subcontractor to provide certified cost or pricing data in accordance with paragraph (d)(2) of this clause.

(iv) The Contractor shall require the subcontractor to certify in substantially the form prescribed in paragraph (b)(2) of this clause that, to the best of its knowledge and belief, the data submitted under paragraph (d)(1)(i) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(2) For subcontracts above the threshold for submission of certified cost or pricing data in FAR 15.403-4 to which the authority of the Section 890 pilot has not been flowed down, the Contractor shall require the subcontractor to provide certified cost or pricing data in accordance with the clause at 52.215-13, Subcontractor Certified Cost or Pricing Data–Modifications, of this contract and shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(End of clause)

252.225-7963	Antiterrorism/Force Protection for Defense Contractors Outside the United States. (DEVIATION 2026-O0041)	2026-02	Deviation 2026-O0041	2026-02

ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (DEVIATION 2026-O0041) (FEB 2026)

(a) Definition. “United States,” as used in this clause, means, the 50 States, the District of

Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from (Contracting Officer to insert applicable information cited in PGI 225.772-1). ____

(End of clause)

252.225-7964	Restriction on Acquisition of Fuel for Overseas Contingency	2026-02	Deviation 2026-	2026-02

Operations. (DEVIATION 2026-O0041)	O0041

RESTRICTION ON ACQUISITION OF FUEL FOR OVERSEAS CONTINGENCY OPERATIONS (DEVIATION 2026-O0041)(FEB 2026)

(a) Prohibition. For an overseas contingency operation, DoD may not procure fuel in whole or in part, or derivatives of such fuel, that is sourced from nations or regions prohibited from selling petroleum to the United States. See Federal Acquisition Regulation subpart 40.2 and the Office of Foreign Assets Control website at https://ofac.treasury.gov/sanctions-programs-and-country-information for prohibited sources.

(b) Certification. Offerors shall complete the certification in paragraph (b)(1) of this provision and submit the certification with their offer.

(1) The Offeror does [ ] does not [ ] certify that the fuel, in whole or in part, or derivatives of such fuel, to be provided under any contract resulting from this solicitation is not sourced from a nation or region prohibited from selling petroleum to the United States.

(2) Only Offerors who certify that the fuel to be provided is not sourced from a prohibited nation or region will be eligible for award.

(c) Compliance.

(1) When requested by the Contracting Officer, the prospective Contractor shall submit records necessary to demonstrate compliance with applicable laws and regulations regarding export-controlled items and anticorruption statutes and regulations including—

(i) The Foreign Corrupt Practices Act (15 U.S.C. 78dd-1 et seq.);

(ii) International Traffic in Arms Regulations (ITAR) at 22 CFR 120 through 130 (also see Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.225-7048, Export-Controlled Items);

(iii) Export Administration Regulations (EAR) at 15 CFR 730 through 774 (also see DFARS clause 252.225-7048); and

(iv) Relevant regulations promulgated by the Office of Foreign Assets Control of the Department of the Treasury. Sanction information for specific countries and programs is available at https://ofac.treasury.gov/sanctions-programs-and-country-information.

(2) The Offeror shall contact the Department of State regarding ITAR compliance and the Department of Commerce regarding EAR compliance.

(d) Reporting requirement. The Offeror shall, prior to contract award, promptly report to the Contracting Officer any instance of unsupported denial of access to a facility or equipment by a host-nation government that may prevent it from complying with the terms and conditions of the solicitation.

(End of provision)

252.225-7985	Preference for Products or Services from the African Host Nation-Djibouti (DEVIATION 2017-O0009)	2017-09	Deviation 2017-O0009	2017-09

PREFERENCE FOR PRODUCTS OR SERVICES FROM THE AFRICAN HOST NATION–DJIBOUTI (SEP 2017) (DEVIATION 2017-O0009)

(a) Definitions. “African host nation” and “products or services from the African host nation-Djibouti,” as used in this provision, are defined in the clause of this solicitation entitled “Requirement for Products or Services from the African Host Nation-Djibouti” (252.225-7986) (DEVIATION 2017-O0009).

(b) Representation. By submission of its offer, the Offeror represents that all products or services to be delivered under a contract resulting from this solicitation are products or services from the African host nation-Djibouti, unless, in its offer, the Offeror specifies that it will provide products or services other than products or services from the African host nation-Djibouti.

(c) Other products or services. Offerors that include products or services in their offer that are

not products or services from the African host nation-Djibouti shall identify in the offer the solicitation line item number and the country of origin for the product or service that is not a product or service from the African host nation-Djibouti, unless the product is listed in paragraph (c)(2) of the provision entitled “Trade Agreements Certificate,” if included in this solicitation.

(d) Evaluation. For the purpose of evaluating competitive offers, the Contracting Officer will increase by [Contracting Officer to specify percent in accordance with the USAFRICOM Commander's policy and contracting activity procedures____] percent the prices of offers of products or services that are not products or services from the African host nation-Djibouti.

(End of provision)

252.227-7992	Identification and Assertion of Use, Release, or Disclosure Restrictions. (DEVIATION 2026-O0036)	2026-02	Deviation 2026-O0036	2026-02

IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (DEVIATION 2026-O0036) (FEB 2026)

(a) Definitions. As used in this provision--

"Computer software" is defined in--

(1) The 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services; or

(2) If this solicitation contemplates a contract under the Small Business Innovation Research Program or Small Business Technology Transfer Program, the 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program, clause of this solicitation.

"SBIR/STTR data" is defined in the 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small

Business Technology Transfer Program, clause of this solicitation.

"Technical data" is defined in--

(1) The 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services, clause of this solicitation; or

(2) If this solicitation contemplates a contract under the Small Business Innovation Research Program or Small Business Technology Transfer Program, the 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program, clause of this solicitation.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software the Contractor must deliver with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research (SBIR) Program or Small Business Technology Transfer Program (STTR) Program, these requirements apply to SBIR/STTR data that will be generated under the resulting contract and will be delivered with SBIR/STTR data rights and to any other data that will be delivered with other than unlimited rights. Notification and identification are not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government’s Use, Release, or Disclosure of Technical Data or Computer Software

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical data or computer software to be delivered	Basis for	Asserted rights	Name of person asserting

with restrictions1 (LIST)5	assertion2 (LIST)	category3 (LIST)	restrictions4 (LIST)
____	____	____	____

1 For technical data (other than computer software documentation) related to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

2 Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data relate. The Government’s rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

3 Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR/STTR data generated under a contract resulting from this solicitation or under another contract, limited, restricted, or government purpose rights under a contract resulting from this solicitation or under a prior contract, or specially negotiated licenses).

4 Corporation, individual, or other person, as appropriate.

5 Enter “none” when all data or software will be submitted without restrictions.

Date ____

Printed Name and Title ____

Signature ____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program. (DEVIATION 2026-O0036)	2026-O0036

RIGHTS IN OTHER THAN COMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE-- SMALL BUSINESS INNOVATION RESEARCH PROGRAM AND SMALL BUSINESS TECHNOLOGY TRANSFER PROGRAM (DEVIATION 2026-O0036) (FEB 2026)

(a) Definitions. As used in this clause--

"Commercial computer software" means software developed or regularly used for nongovernmental purposes which--

(1) Has been sold, leased, or licensed to the public;

(2) Has been offered for sale, lease, or license to the public;

(3) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or

(4) Satisfies a criterion expressed in paragraph (1), (2), or (3) of this definition and would require only minor modification to meet the requirements of this contract.

"Computer database" means a collection of recorded data in a form capable of being processed by a computer. The term does not include computer software.

"Computer program" means a set of instructions, rules, or routines, recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

"Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, re-created, or recompiled. Computer software does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Covered Government support contractor" means a contractor (other than a litigation support contractor covered by 252.204-7014) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor--

(1) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(2) Receives access to the technical data or computer software for performance of a Government contract that contains the clause at 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

"Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

"Developed" means--

(1) (Applicable to technical data other than computer software documentation.) An item, component, or process, exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component or process be actually reduced to practice within the meaning of Title 35 of the United States Code;

(2) A computer program has been successfully operated in a computer and tested to the extent

sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(3) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

(4) Computer software documentation the Contractor must deliver under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

"Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(1) Private expense determinations should be made at the lowest practicable level.

(2) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

"Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.

"Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

"Form, fit, and function data" means technical data that describe the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

"Generated" means, with respect to technical data or computer software, first created in the performance of this contract.

"Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international

organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software for commercial purposes or authorize others to do so.

"Government purpose rights" means the rights to--

(1) Use, modify, reproduce, release, perform, display, or disclose technical data or computer software within the Government without restriction; and

(2) Release or disclose technical data or computer software outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States Government purposes.

"Limited rights" means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if--

(1) The reproduction, release, disclosure, or use is--

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure to--

(A) A covered Government support contractor in performance of its covered Government support contracts for use, modification, reproduction, performance, display, or release or disclosure to a person authorized to receive limited rights technical data; or

(B) A foreign government, of technical data other than detailed manufacturing or process data, when use of such data by the foreign government is in the interest of the Government and is required for evaluational or informational purposes;

(2) The recipient of the technical data is subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(3) The contractor or subcontractor asserting the restriction is notified of such reproduction,

release, disclosure, or use.

"Minor modification" means a modification that does not significantly alter the nongovernmental function or purpose of computer software or is of the type customarily provided in the commercial marketplace.

"Other than commercial computer software" means software that does not qualify as commercial computer software under the definition of "commercial computer software" of this clause.

"Restricted rights" apply only to other than commercial computer software and mean the Government's rights to--

(1) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

(2) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;

(3) Make a reasonable number of copies of the computer software required for the purposes of safekeeping (archive), backup, modification, or other activities authorized in paragraphs (1), (2), (4) and (5) of this definition;

(4) Modify computer software provided that the Government may--

(i) Use the modified software only as provided in paragraphs (1) and (3) of this definition; and

(ii) Not release or disclose the modified software except as provided in paragraphs (2) and (5) of this clause;

(5) Use, modify, reproduce, perform, display, or release or disclose the computer software, and permit contractors, subcontractors, or covered Government support contractors to do so, for purposes set forth in subparagraph (i) of this paragraph, subject to the conditions set forth in subparagraphs (ii) of this paragraph:

(i)(A) In performance of service contracts (see FAR 37.101), to diagnose and correct

deficiencies, to modify the software to enable a computer program to be combined with, adapted to, or merged with other computer programs, or when necessary to respond to urgent tactical situations, provided that the Government notifies the party which has granted restricted rights that any such release or disclosure to particular contractors or subcontractors was made;

(B) To perform emergency repairs or overhaul of items or components procured under this or a related contract, when necessary to perform such repairs or overhaul; or

(C) For the management and oversight of a program or effort by a person authorized to receive restricted rights computer software, including in the performance of covered Government support contracts.

(ii)(A) Any contractor, subcontractor, or covered Government support contractor receiving access to the software for the purposes of subparagraphs (i), (ii), or (iii) of this paragraph shall be subject to the use and nondisclosure agreement at 227.7103-7 or be performing a Government contract that contains the clause at 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(B) The Government must not permit any recipient of the software under this paragraph to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (4) of this definition, for any other purpose; and

(C) Any use, modification, reproduction, performance, display, release, or disclosure of the computer software under this paragraph remains subject to the limitations in paragraphs (1) through (4) of this definition.

"Small Business Innovation Research/Small Business Technology Transfer (SBIR/STTR) data" means all technical data or computer software developed or generated in the performance of a phase I, II, or III SBIR/STTR contract or subcontract.

"SBIR/STTR data protection period" means the time period during which the Government is obligated to protect SBIR/STTR data against unauthorized use and disclosure in accordance with SBIR/STTR data rights. The SBIR/STTR data protection period begins on the date of award of the contract under which the SBIR/STTR data are developed or generated and ends 20 years after that date unless, after the award, the agency and the Contractor negotiate for some other protection period for the SBIR/STTR data developed or generated under that contract.

"SBIR/STTR data rights" means the Government's rights, during the SBIR/STTR data protection period, in SBIR/STTR data covered by paragraph (c)(5) of this clause, as follows:

(1) Limited rights in such SBIR/STTR technical data; and

(2) Restricted rights in such SBIR/STTR computer software.

"Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or financial, administrative, cost or pricing, or management information, or information incidental to contract administration.

"Unlimited rights" means rights to use, modify, reproduce, release, perform, display, or disclose, technical data or computer software in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

(b) Applicability. This clause governs all SBIR/STTR data. For any data that are not SBIR /STTR data--

(1) The clause at Defense Federal Acquisition Regulation Supplement (DFARS) 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services, governs the technical data related to other than commercial products and commercial services or to any portion of a commercial product or commercial service that was developed in any part at Government expense, and the clause at DFARS 252.227-7990, Technical Data--Commercial Products and Commercial Services, governs the technical data related to any portion of a commercial product or commercial service that was developed exclusively at private expense;

(2) The clause at DFARS 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services, governs other than commercial computer software and other than commercial computer software documentation; and

(3) A license consistent with DFARS 227.7202 governs commercial computer software and commercial computer software documentation.

(c) Rights in technical data and computer software. The Contractor grants or shall obtain for the Government the following royalty-free, worldwide, nonexclusive, irrevocable license rights in technical data or other than commercial computer software. The Contractor retains all rights not

granted to the Government.

(1) Unlimited rights. The Government shall have unlimited rights in technical data or computer software, including such data generated under this contract, that are--

(i) Form, fit, and function data;

(ii) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(iii) Corrections or changes to Government-furnished technical data or computer software;

(iv) Otherwise publicly available or have been released or disclosed by the Contractor or a subcontractor without restrictions on further use, release, or disclosure other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data or computer software to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(v) Technical data or computer software in which the Government has acquired previously unlimited rights under another Government contract or as a result of negotiations;

(vi) Technical data or computer software furnished to the Government, under this or any other Government contract or subcontract thereunder, with license rights for which all restrictive conditions on the Government have expired; and

(vii) Computer software documentation generated or the Contractor must deliver under this contract.

(2) Government purpose rights.

(i) The Government shall have government purpose rights for the period specified in paragraph (c)(2)(ii) of this clause in data that are--

(A) Not SBIR/STTR data, and are--

(1) Technical data related to items, components, or processes developed with mixed funding, or are computer software developed with mixed funding, except when the Government is entitled to unlimited rights in such data as provided in paragraph (c)(1) of this clause;

(2) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes; or

(B) SBIR/STTR data, upon expiration of the SBIR/STTR data protection period.

(ii)(A) For the non-SBIR/STTR data described in paragraph (c)(2)(i)(A) of this clause, the Government shall have government purpose rights for a period of 5 years, or such other period as may be negotiated. This period shall commence upon award of the contract, subcontract, letter contract (or similar contractual instrument), or contract modification (including a modification to exercise an option) that required development of the items, components, or processes, or creation of the data described in paragraph (c)(2)(i)(A)(2) of this clause. Upon expiration of the 5-year or other negotiated period, the Government shall have unlimited rights in the data.

(B) For the SBIR/STTR data described in paragraph (c)(2)(i)(B) of this clause, the Government shall have government purpose rights perpetually. This Government purpose rights period commences upon the expiration of the SBIR/STTR data protection period.

(iii) The Government shall not release or disclose data in which it has government purpose rights unless--

(A) Prior to release or disclosure, the intended recipient is subject to the nondisclosure agreement at DFARS 227.7103-7; or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights marking prescribed in paragraph (g)(3) of this clause.

(3) Limited rights. The Government shall have limited rights in technical data that were not generated under this contract, are related to items, components, or processes developed exclusively at private expense, and are marked, in accordance with the marking instructions in paragraph (g)(1) of this clause, with the legend prescribed in paragraph (g)(4) of this clause.

(4) Restricted rights in computer software. The Government shall have restricted rights in other

than commercial computer software the Contractor must deliver or otherwise furnished to the Government under this contract that was developed exclusively at private expense and was not generated under this contract.

(5) SBIR/STTR data rights. Except for technical data, including computer software documentation, or computer software in which the Government has unlimited rights under paragraph (c)(1) of this clause, the Government shall have SBIR/STTR data rights, during the SBIR/STTR data protection period of this contract, in all SBIR/STTR data developed or generated under this contract. This protection period is not extended by any subsequent SBIR /STTR contracts under which any portion of that SBIR/STTR data is used or delivered. The SBIR/STTR data protection period of any such subsequent SBIR/STTR contract applies only to the SBIR/STTR data that are developed or generated under that subsequent contract. The SBIR /STTR data protection period is governed by the version of this clause that is incorporated in the contract under which the SBIR/STTR data are developed or generated. If the SBIR/STTR data were developed or generated under a contract that included a previous version of this clause, then the SBIR/STTR data protection period is governed by that previous version of this clause.

(6) Specifically negotiated license rights. After contract award, the standard license rights granted to the Government under paragraphs (c)(1) through (5) of this clause may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in technical data, including computer software documentation, than are enumerated in the definition of "limited rights" of this clause or lesser rights in computer software than are enumerated in the definition of "restricted rights" of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(7) Prior government rights. Technical data, including computer software documentation, or computer software that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the preexisting rights, unless--

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, release, perform, display, or disclose the technical data or computer software have expired or no longer apply.

(8) Release from liability. The Contractor agrees to release the Government from liability for any authorized release or disclosure of technical data or computer software made in accordance with this clause or any negotiated license agreement. This release from liability for

the Government also applies to releases or disclosures made by a third party who received the data or software from an authorized recipient. For any unauthorized use or disclosure by such third parties of technical data or computer software marked with restrictive legends, the Contractor agrees to seek relief solely from that party.

(9) Covered Government support contractors. The Contractor acknowledges that--

(i) The Government is authorized to release or disclose limited rights technical data and restricted rights computer software to covered Government support contractors;

(ii) The Government will notify the Contractor of such release or disclosure;

(iii) The Contractor or the party asserting restrictions in a restrictive legend may--

(A) Require each such covered Government support contractor to enter into a nondisclosure agreement directly with the Contractor or the party asserting restrictions regarding the use of the data or software; or

(B) Waive in writing the requirement for a nondisclosure agreement; and

(iv) Any such nondisclosure agreement shall address the restrictions on the covered Government support contractor's use of the data or software as set forth in the clause at DFARS 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The nondisclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the nondisclosure agreement.

(d) Rights in derivative computer software or computer software documentation. The Government shall retain its rights in the unchanged portions of any computer software or computer software documentation delivered under this contract that the Contractor uses to prepare, or includes in, derivative software or documentation.

(e) Third party copyrighted technical data and computer software. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted technical data, including computer software documentation, or computer software in the data or software the Contractor must deliver under this contract unless the Contractor is the copyright owner or has obtained license rights for the Government of the appropriate scope set forth in paragraph (c) of this clause and, prior to delivery of such--

(1) Technical data, has affixed to the transmittal document a statement of the license rights obtained; or

(2) Computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer.

(f) Identification and delivery of technical data or computer software to be delivered with restrictions on use, release, or disclosure. (1) This paragraph does not apply to to restrictions based solely on copyright.

(2) Except as provided in paragraph (f)(3) of this clause, technical data or computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure is identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any technical data or computer software with restrictive markings unless the technical data or computer software are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the technical data or computer software, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical data or computer software to be furnished with restrictions1 (LIST)	Basis for assertion2 (LIST)	Asserted rights category3 (LIST)	Name of person asserting restrictions4 (LIST)
____	____	____	____

1 If the assertion is applicable to items, components or processes developed at private expense, identify both the data and each such item, component, or process.

2 Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government’s rights to use, release, or disclose technical data or computer software. Indicate whether development was exclusively or partially

at private expense. If development was not at private expense, enter the specific reason for asserting that the Government’s rights should be restricted.

3 Enter asserted rights category (e.g., limited rights, restricted rights, or government purpose rights from a prior contract, SBIR/STTR data rights under this or another contract, or specifically negotiated licenses).

4 Corporation, individual, or other person, as appropriate.

Date ____

Printed Name and Title ____

Signature ____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertions, at a later date, in accordance with the procedures in the DFARS 252.227-7997, Validation of Asserted Restrictions, clause of this contract.

(g) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software the Contractor must deliver under this contract by marking the deliverable data or software subject to restriction. Except as provided in paragraph (g)(8) of this clause, only the following markings are authorized under this contract: the government purpose rights marking at paragraph (g)(3) of this clause; the limited rights legend at paragraph (g)(4) of this clause; the restricted rights legend at paragraph (g)(5) of this clause; the SBIR/STTR data rights legend at paragraph (g)(6) of this clause; or the special license rights legend at paragraph (g)(7) of this clause; and a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend to all technical data and computer software that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data or computer software for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data or computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might

be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of technical data, computer software, or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Omitted markings. (i) Technical data, computer software, or computer software documentation delivered or otherwise provided under this contract without restrictive markings shall be presumed to have been delivered with unlimited rights. To the extent practicable, if the Contractor has requested permission (see paragraph (g)(2)(ii) of this clause) to correct an inadvertent omission of markings, the Contracting Officer will not release or disclose the technical data, software, or documentation pending evaluation of the request.

(ii) The Contractor may request permission to have conforming and justified restrictive markings placed on unmarked technical data, computer software, or computer software documentation at its expense. The request must be received by the Contracting Officer within 6 months following the furnishing or delivery of such technical data, software, or documentation, or any extension of that time approved by the Contracting Officer. The Contractor shall--

(A) Identify the technical data, software, or documentation that should have been marked;

(B) Demonstrate that the omission of the marking was inadvertent, the proposed marking is justified and conforms with the requirements for the marking of technical data, computer software, or computer software documentation contained in this clause; and

(C) Acknowledge, in writing, that the Government has no liability with respect to any disclosure, reproduction, or use of the technical data, software, or documentation made prior to the addition of the marking or resulting from the omission of the marking.

(3) Government purpose rights markings. Technical data or computer software delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract Number ____
Contractor Name ____
Contractor Address ____
Expiration Date ____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data or computer software are restricted by the government purpose rights license in the DFARS 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program, clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or computer software or portions thereof marked with this restrictive marking must also reproduce the markings.

(End of legend)

(4) Limited rights markings. Technical data not generated under this contract that are related to items, components, or processes developed exclusively at private expense and delivered or otherwise furnished with limited rights shall be marked as follows:

LIMITED RIGHTS

Contract Number ____
Contractor Name ____
Contractor Address ____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by the limited rights license in the DFARS 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program, clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(END OF LEGEND)

(5) Restricted rights markings. Computer software delivered or otherwise furnished to the

Government with restricted rights shall be marked as follows:

RESTRICTED RIGHTS

Contract Number ____
Contractor Name ____
Contractor Address ____
The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by the restricted rights license in the DFARS 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program, clause contained in the above identified contract. Any reproduction of computer software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such software must promptly notify the above named Contractor.

(End of legend)

(6) SBIR/STTR data rights markings. Except for technical data or computer software in which the Government has acquired unlimited rights under paragraph (c)(1) of this clause or negotiated special license rights as provided in paragraph (c)(6) of this clause, technical data or computer software generated under this contract shall be marked as follows. The Contractor shall enter the expiration date for the SBIR/STTR data protection period on the legend:

SBIR/STTR DATA RIGHTS

Contract Number ____
Contractor Name ____
Contractor Address ____
Expiration of SBIR/STTR Data Protection Period ____
Expiration of the Government Purpose Rights Period ____
The Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software marked with this legend are restricted during the period shown as provided in the SBIR/STTR data rights license in the DFARS 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program, clause contained in the above identified contract. After the SBIR/STTR data protection period expiration date shown above, the Government has perpetual government purpose rights as provided in the clause, unless otherwise indicated by the government purpose rights expiration date shown above. Any

reproduction of technical data, computer software, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(7) Special license rights markings. (i) Technical data or computer software in which the Government's rights stem from a specifically negotiated license shall be marked as follows:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this technical data or computer software are restricted by Contract Number [Insert contract number] ____, License Number [Insert license identifier] ____. Any reproduction of technical data, computer software, or portions thereof marked with this marking must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (c)(7) of this clause).

(8) Preexisting data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software, and those restrictions are still applicable, the Contractor may mark such data or software with the appropriate restrictive legend for which the data or software qualified under the prior contract or license. The Contractor shall follow the marking procedures in paragraph (g)(1) of this clause.

(h) Contractor procedures and records. Throughout performance of this contract, the Contractor, and its subcontractors or suppliers that will deliver technical data or computer software with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data or computer software delivered under this contract.

(i) Removal of unjustified and nonconforming markings. (1) Unjustified markings. The rights

and obligations of the parties regarding the validation of restrictive markings on technical data or computer software delivered or to be delivered under this contract are contained in the DFARS 252.227-7997, Validation of Asserted Restrictions, clause of this contract, respectively. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the applicable procedures of those clauses, a restrictive marking is determined to be unjustified.

(2) Nonconforming markings. A nonconforming marking is a marking placed on technical data or computer software delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the DFARS 252.227-7997, Validation of Asserted Restrictions, clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within 60 days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming markings.

(j) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(k) Limitation on charges for rights in technical data or computer software. (1) The Contractor shall not charge to this contract any cost, including but not limited to, license fees, royalties, or similar charges, for rights in technical data or computer software the Contractor must deliver under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the data or software; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (k)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor of supplier technical data or computer software, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data or computer software will be delivered.

(l) Subcontractors or suppliers. (1) The Contractor shall assure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 3771-3775, 10 U.S.C. 3781-3786, 15 U.S.C. 638 (j)(1)(B)(iii) and (v), and the identification, assertion, and delivery processes required by paragraph (f) of this clause are recognized and protected.

(2) Whenever any other than commercial technical data or computer software is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use the following clause(s) in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties:

(i) Except as provided in paragraph (l)(2)(ii) of this clause, use this clause to govern SBIR /STTR data.

(ii) For data that are not SBIR/STTR data--

(A) Use the clause at DFARS 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services, to govern the technical data related to other than commercial products or commercial services or to any portion of a commercial product or commercial service that was developed in any part at Government expense, and use the clause at DFARS 252.227-7990, Technical Data--Commercial Products and Commercial Services, to govern the technical data related to any portion of a commercial product or commercial service that was developed exclusively at private expense;

(B) Use the DFARS clause at 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services, to govern other than commercial computer software and computer software documentation; and

(C) Use the license under which the data are customarily provided to the public, in accordance with DFARS 227.7202, for commercial computer software and commercial computer software documentation.

(iii) No other clause shall be used to expand or reduce the Government's, the Contractor's, or a higher tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data or computer software.

(3) Technical data the Contractor must deliver by a subcontractor or supplier shall normally be delivered to the next higher tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for technical data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such technical data directly to the Government, rather than through a higher tier contractor, subcontractor, or supplier.

(4) The Contractor and higher tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data or computer software from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data or computer software as an excuse for failing to satisfy its contractual obligation to the Government.

(End of clause)

Section 00 72 00 - General Conditions

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.202-1	Definitions.	2020-06		
52.203-3	Gratuities.	1984-04		
52.203-5	Covenant Against Contingent Fees.	2014-05		
52.203-6	Restrictions on Subcontractor Sales to the Government.	2020-06		
52.203-7	Anti-Kickback Procedures.	2020-06		
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	2014-05		
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	2014-05		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	2020-06		
52.203-13	Contractor Code of Business Ethics and Conduct.	2021-11		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-10	Reporting Executive Compensation and First-Tier	2026-02		

	Subcontract Awards. (Deviation 2026-O0038)	
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02
52.204-19	Incorporation by Reference of Representations and Certifications.	2014-12
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	2026-02
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038)	2026-02
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02
52.210-1	Market Research. (Deviation 2026-O0038)	2026-02
52.214-18	Preparation of Bids-Construction.	1984-04
52.214-19	Contract Award-Sealed Bidding-Construction.	1996-08
52.214-26	Audit and Records-Sealed Bidding. (Deviation 2026-O0038)	2026-02
52.214-27	Price Reduction for Defective	2020-06

	Certified Cost or Pricing Data-Modifications-Sealed Bidding.	
52.214-28	Subcontractor Certified Cost or Pricing Data-Modifications-Sealed Bidding. (Deviation 2026-O0038)	2026-02
52.214-29	Order of Precedence-Sealed Bidding.	1986-01
52.219-8	Utilization of Small Business Concerns. (Deviation 2026-O0038)	2026-02
52.219-16	Liquidated Damages-Subcontracting Plan. (Deviation 2026-O0038)	2026-02
52.219-33	Nonmanufacturer Rule. (Deviation 2026-O0038)	2026-02
52.222-4	Contract Work Hours and Safety Standards-Overtime Compensation. (Deviation 2026-O0038)	2026-02
52.222-6	Construction Wage Rate Requirements. (Deviation 2026-O0038)	2026-02
52.222-8	Payrolls and Basic Records. (Deviation 2026-O0038)	2026-02
52.222-9	Apprentices and Trainees. (Deviation 2026-O0038)	2026-02
52.222-10	Compliance with Copeland Act Requirements. (Deviation 2026-O0038)	2026-02

52.222-11	Subcontracts (Labor Standards). (Deviation 2026-O0038)	2026-02
52.222-12	Contract Termination-Debarment.	2014-05
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations.	2014-05
52.222-14	Disputes Concerning Labor Standards. (Deviation 2026-O0038)	2026-02
52.222-15	Certification of Eligibility.	2014-05
52.222-30	Construction Wage Rate Requirements-Price Adjustment (None or Separately Specified Method).	2018-08
52.222-35	Equal Opportunity for Veterans. (Deviation 2026-O0038)	2026-02
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	2026-02
52.222-37	Employment Reports on Veterans. (Deviation 2026-O0038)	2026-02
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038)	2026-02
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02

52.222-54	Employment Eligibility Verification. (Deviation 2026-O0038)	2026-02
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026. (Deviation 2026-O0038)	2026-02
52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038)	2026-02
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	2026-04
52.223-23	Sustainable Products. (Deviation 2026-O0038)	2026-02
52.226-7	Drug-Free Workplace.	2024-05
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05
52.228-2	Additional Bond Security.	1997-10
52.228-11	Individual Surety-Pledge of Assets.	2021-02
52.228-12	Prospective Subcontractor Requests for Bonds.	2022-12
52.228-14	Irrevocable Letter of Credit.	2014-11
52.228-15	Performance and Payment Bonds-Construction.	2020-06
52.228-17	Individual Surety-Pledge of	2021-02

	Assets (Bid Guarantee).	
52.229-3	Federal, State, and Local Taxes.	2013-02
52.232-8	Discounts for Prompt Payment.	2002-02
52.232-15	Progress Payments Not Included.	1984-04
52.232-17	Interest.	2014-05
52.232-23	Assignment of Claims.	2014-05
52.232-27	Prompt Payment for Construction Contracts.	2017-01
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10
52.232-39	Unenforceability of Unauthorized Obligations.	2013-06
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03
52.233-1	Disputes. (Deviation 2026-O0038)	2026-02
52.233-3	Protest after Award. (Deviation 2026-O0038)	2026-02
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02
52.236-2	Differing Site Conditions. (Deviation 2026-O0038)	2026-02
52.236-3	Site Investigation and Conditions	2026-02

	Affecting the Work. (Deviation 2026-O0038)	
52.236-5	Material and Workmanship. (Deviation 2026-O0038)	2026-02
52.236-6	Superintendence by the Contractor. (Deviation 2026-O0038)	2026-02
52.236-7	Permits and Responsibilities. (Deviation 2026-O0038)	2026-02
52.236-8	Other Contracts. (Deviation 2026-O0038)	2026-02
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (Deviation 2026-O0038)	2026-02
52.236-10	Operations and Storage Areas. (Deviation 2026-O0038)	2026-02
52.236-11	Use and Possession Prior to Completion. (Deviation 2026-O0038)	2026-02
52.236-12	Cleaning Up. (Deviation 2026-O0038)	2026-02
52.236-13	Accident Prevention. (Deviation 2026-O0038)	2026-02
52.236-21	Specifications and Drawings for Construction. (Deviation 2026-O0038)	2026-02
52.242-5	Payments to Small Business Subcontractors.	2017-01

52.242-13	Bankruptcy.	1995-07
52.242-14	Suspension of Work.	1984-04
52.243-4	Changes. (Deviation 2026-O0038)	2026-02
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-04
52.246-12	Inspection of Construction.	1996-08
52.249-2	Termination for Convenience of the Government (Fixed-Price).	2012-04
52.249-4	Termination for Convenience of the Government (Services) (Short Form).	1984-04
52.249-10	Default (Fixed-Price Construction).	1984-04

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	1991-12		
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-	2023-01		

	Contract-Related Felonies.			
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.203-7003	Agency Office of the Inspector General.	2019-08		
252.203-7004	Display of Hotline Posters.	2023-01		
252.204-7003	Control of Government Personnel Work Product.	1992-04		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01		
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	2023-11		
252.205-7000	Provision of Information to Cooperative Agreement Holders.	2024-10		
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	2019-05		
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements.	2023-01		
252.223-7008	Prohibition of Hexavalent Chromium.	2023-01		
252.223-7998	Prohibition on Procurement of Certain Items Containing Perfluorooctane Sulfonate or	2023-04	Deviation 2022-O0010	2023-04

	Perfluorooctanoic Acid. (Deviation 2022-O0010)			
252.225-7012	Preference for Certain Domestic Commodities.	2022-04		
252.225-7048	Export-Controlled Items.	2013-06		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01		
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	2023-01		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	2023-06		
252.225-7975	Additional Access to Contractor and Subcontractor Records. (DEVIATION 2024-O0003)	2023-12	Deviation 2024-O0003	2023-12
252.225-7976	Contractor Personnel Performing in Japan (DEVIATION 2018-O0019)	2018-08	Deviation 2018-O0019	2018-08
252.225-7977	Acquisition Restricted to Products or Service from the African Host Nation-Djibouti (Deviation 2017-O0009)	2017-09	Deviation 2017-O0009	2017-09
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	2023-01		

252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12
252.232-7010	Levies on Contract Payments.	2006-12
252.236-7000	Modification Proposals--Price Breakdown.	1991-12
252.236-7008	Contract Prices--Bidding Schedules.	1991-12
252.243-7001	Pricing of Contract Modifications.	1991-12
252.243-7002	Requests for Equitable Adjustment.	2022-12
252.247-7023	Transportation of Supplies by Sea.	2024-10

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.211-12	Liquidated Damages-Construction.	2000-09		

Liquidated Damages-Construction (Sept 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 $5,385.00 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)

52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns. (Deviation 2026-O0038)	2026-02

Notice of Price Evaluation preference for HUBZone Small Business Concerns (Feb 2026) (Deviation 2026-O0038)

(a) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(b) Waiver of evaluation preference. A HUBZone small business concern may choose to waive the evaluation preference. If the concern waives the preference, the factor will be added to its offer for evaluation purposes.

[ ] Offeror chooses to waive the evaluation preference.

(c) Joint venture. A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small business parties to the joint venture must be more than administrative functions.

(End of provision)

52.219-28	Postaward Small Business	2026-02

Program Rerepresentation.
(Deviation 2026-O0038)

Postaward Small Business Program Rerepresentation (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern-

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30

days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document /support--table-size-standards.

(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award

of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it [ ] is, [ ] is not a small business concern under ____NAICS Code assigned to ____contract number.

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

(4) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __ .]

(5) Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program. The Contractor represents that it [ ] is, [ ] is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

(6) HUBZone joint venture eligible under the HUBZone Program.[Complete only if the offeror is a HUBZone small business concern.] The offeror represents, as part of its offer, that It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern. [____Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

52.225-11	Buy American-Construction Materials under Trade Agreements. (Deviation 2026-O0038)	2026-02

Buy American-Construction Materials under Trade Agreements (Feb 2026) (Deviation 2026-O0038)

(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.

Commercially available off-the-shelf (COTS) item-

(1) Means any item of supply (including construction material) that is-

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

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.

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, 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, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

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

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, 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) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

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

(ii) A construction material manufactured in the United States, if-

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

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

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings,

except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

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.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

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 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C.1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction material, excluding COTS fasteners. In addition, the Contracting Officer has determined that the

WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American 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 information technology that is a commercial product or 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.

(A) *For domestic construction material that is not a critical item or does not contain critical components*.

(1) The cost of a particular domestic construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(2) [Reserved]

(3) [Reserved]

(B) *For domestic construction material that is a critical item or contains critical components*.

(1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.

(2) [Reserved]

(3) [Reserved]

(ii) The application of the restriction of the Buy American statute 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 statute.

(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 statute 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 statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(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)*
Item 1:			
Foreign construction material.	———	———	———
Domestic construction material.	———	———	———
Item 2:			
Foreign construction material.	———	———	———
Domestic construction material.	———	———	———

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

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

[*Include other applicable supporting information.*]

(End of clause)

52.229-11	Tax on Certain Foreign Procurements-Notice and Representation.	2020-06

Tax on Certain Foreign Procurements-Notice and Representation (Jun 2020)

(a) Definitions. As used in this provision-

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area of the United States.

United States person as defined in 26 U.S.C. 7701(a)(30) means

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if-

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its

implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror may claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that

(1) It [ ] is [ ] is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that-I am claiming on the IRS Form W-14 [ ] a full exemption, or [ ] partial or no exemption [Offeror must select one] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then-

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the IRS as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of provision)

52.232-5	Payments under Fixed-Price Construction Contracts.	2014-05

Payments under Fixed-Price Construction Contracts (May 2014)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if-

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that-

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

____ (Name)

____ (Title)

____ (Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall-

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until-

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as-

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after-

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of1940 (31 U.S.C.3727 and 41 U.S.C. 6305).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under paragraph (d)(2) of this clause shall be-

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(End of clause)

52.232-32 Performance-Based Payments. 2012-04

Performance-Based Payments (Apr 2012)

(a) Amount of payments and limitations on payments. Subject to such other limitations and

conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the ____[Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (a) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's-

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture

shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not-

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall-

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause-

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that-

(1) This request for performance-based payment is true and correct; this request (and

attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on ____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on ____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated ____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

52.236-15	Schedules for Construction Contracts. (Deviation 2026-O0038)	2026-02

Schedules for Construction Contracts (Feb 2026) (Deviation 2026-O0038)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

52.236-17	Layout of Work. (Deviation 2026-O0038)	2026-02

Layout of Work (Feb 2026) (Deviation 2026-O0038)

(a) The Contractor shall lay out its work from Government-established base lines and benchmarks provided on the drawings.

(b) The Contractor shall be responsible for all measurements in connection with the layout.

(c) The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required for the layout.

(d) The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer.

(e)

(1) The Contractor shall be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them.

(2) If such marks are destroyed by the Contractor, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

(End of clause)

NOTE: For clarification purposes, the term "baselines and benchmarks" shall refer to "centerline and gage(s)" to be used in this contract for horizontal and vertical control respectively. Temporary gages may be established from the Government control as deemed necessary for vertical control.

52.248-3 Value Engineering-Construction. 2025-10

Value Engineering-Construction (Oct 2025)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) of this clause.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

Collateral savings, as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

Contractor's development and implementation costs, as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

Government costs, as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

Instant contract savings, as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) of this clause).

Value engineering change proposal (VECP) means a proposal that-

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change-

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in paragraphs (c)(1) through (7) of this clause. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) of this clause.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing-

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by-

(i) 45 percent for fixed-price contracts; or

(ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to-

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or $100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of $90,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) of this clause, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering-Construction clause of contract ____, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.252-2	Clauses Incorporated by Reference.	1998-02

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):

https://www.acquisition.gov/

(End of clause)

52.252-4	Alterations in Contract.	1984-04

Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

____ ____ ____

(End of clause)

52.252-6 Authorized Deviations in Clauses. 2020-11

Authorized Deviations in Clauses (Nov 2020)

(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 (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.232-7012	Performance-Based Payments-Whole-Contract Basis.	2022-12		

PERFORMANCE-BASED PAYMENTS-WHOLE-CONTRACT BASIS (DEC 2022)

(a) Performance-based payments shall form the basis for the contract financing payments provided under this contract, and shall apply to the whole contract. The performance-based payments schedule (Contract Attachment ____) describes the basis for payment, to include

identification of the individual payment events, evidence of completion, and amount of payment due upon completion of each event.

(b) In accordance with 10 U.S.C. 3802(c), the Contractor's financial statements shall be in compliance with Generally Accepted Accounting Principles in order to receive performance-based payments.

(c)(1) The Contractor shall, in addition to providing the information required by FAR 52.232-32, submit information for all payment requests using the following format:

Current performance-based payment(s) event(s) addressed by this request:
Contractor shall identify- Amount Totals
(1a) Negotiated value of all previously completed performance-based payment(s) event(s); ____ ____
(1b) Negotiated value of the current performance-based payment(s) event (s); ____ ____
(1c) Cumulative negotiated value of performance-based payment(s) events completed to date (1a) + (1b); and ____ ____
(2) Total costs incurred to date. ____ ____

(2) Incurred cost is determined by the Contractor's accounting books and records, to which the Contractor shall provide access upon request of the Contracting Officer. An acceptable accounting system in accordance with DFARS 252.242-7006 is not required for reporting of incurred costs under this clause. If the Contractor's accounting system is not capable of tracking costs on a job order basis, the Contractor shall provide a realistic approximation of the allocation of incurred costs attributable to this contract in accordance with the Contractor's accounting system. FAR 52.232-32(m) does not require certification of incurred costs.

(d) Security for financing.

(1) Title to the property described in paragraph (f) of the clause at FAR 52.232-32, Performance-Based Payments, is the preferred security for receipt of performance-based payments.

(2)(i) If the Contractor's accounting system is not capable of identifying and tracking through the build cycle the property that is allocable and properly chargeable to this contract, the Contracting Officer may consider acceptance of one or a combination of the following alternative forms of security sufficient to constitute adequate security for the performance-based payments and so specify in the contract, consistent with FAR 32.202-4:

(A) A paramount lien on assets.

(B) An irrevocable letter of credit from a federally insured financial institution.

(C) A bond from a surety, acceptable in accordance with FAR part 28.

(D) A guarantee of repayment from a person or corporation of demonstrated liquid net worth, connected by significant ownership interest to the Contractor.

(E) Title to identified Contractor assets of adequate worth.

(ii) Paragraph (f) of the clause at FAR 52.232-32 does not apply to the extent that the Contractor and the Contracting Officer agree on alternative forms of security. In the event the Contractor fails to provide adequate security, as required in this contract, no financing payment will be made under this contract. Upon receipt of adequate security, financing payments will be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the provisions for contract financing. If at any time the Contracting Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided and suspend further payments to the Contractor; and the Contractor shall repay to the Government the amount of unliquidated financing payments as the Contracting Officer at his sole discretion deems repayable.

(End of clause)

252.236-7001	Contract Drawings and Specifications.	2000-08

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:

Title	File	Drawing No.
Freshwater Bayou to Gulf Freshwater Bayou Maintenance Dredging, #26-01 Vermilion Parish, Louisiana	H-16-48828	G-01 thru G-02 C-01 thru C-04

(End of clause)

252.236-7002 Obstruction of Navigable Waterways. 1991-12

OBSTRUCTION OF NAVIGABLE WATERWAYS (DEC 1991)

(a) The Contractor shall:

(1) Promptly recover and remove any material, plant, machinery, or appliance which the Contractor loses, dumps, throws overboard, sinks, or misplaces, and which, in the opinion of the Contracting Officer, may be dangerous to or obstruct navigation;

(2) Give immediate notice, with description and locations of any such obstructions, to the Contracting Officer; and

(3) When required by the Contracting Officer, mark or buoy such obstructions until the same are removed.

(b) The Contracting Officer may:

(1) Remove the obstructions by contract or otherwise should the Contractor refuse, neglect, or delay compliance with paragraph (a) of this clause; and

(2) Deduct the cost of removal from any monies due or to become due to the Contractor; or

(3) Recover the cost of removal under the Contractor's bond.

(c) The Contractor's liability for the removal of a vessel wrecked or sunk without fault or negligence is limited to that provided in Sections 15, 19, and 20 of the River and Harbor Act of March 3, 1899 (33 U.S.C.410 et.seq.).

252.236-7004 Payment for Mobilization and Demobilization. 1991-12

PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DEC 1991)

(a) The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at the contract lump sum price for this item.

(1) Sixty percent (60%) of the lump sum price upon completion of the contractor's mobilization at the work site.

(2) The remaining forty percent (40%) upon completion of demobilization.

(b) The Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid if the Contracting Officer believes that the percentages in paragraphs (a)(1) and (2) of this clause do not bear a reasonable relation to the cost of the work in this contract.

(1) Failure to justify such price to the satisfaction of the Contracting Officer will result in payment, as determined by the Contracting Officer, of-

(i) Actual mobilization costs at completion of mobilization;

(ii) Actual demobilization costs at completion of demobilization; and

(iii) The remainder of this item in the final payment under this contract.

(2) The Contracting Officer's determination of the actual costs in paragraph (b)(1)of this clause is not subject to appeal.

(End of clause)

Section 00 73 00 - Supplementary Conditions

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Other Instructions: See scope. DoDAAC: W912P8 CountryCode: USA W07V ENDIST NEW ORLEANS KO CONTRACTING DIVISION, 7400 LEAKE AVE NEW ORLEANS, LA 70118-3651 UNITED STATES
0002AA	Inspection and Acceptance Location Both Other Instructions: See scope. DoDAAC: W912P8 CountryCode: USA W07V ENDIST NEW ORLEANS KO CONTRACTING DIVISION, 7400 LEAKE AVE NEW ORLEANS, LA 70118-3651 UNITED STATES
0002AB	Inspection and Acceptance Location Both Other Instructions: See Scope. DoDAAC: W912P8 CountryCode: USA

	W07V ENDIST NEW ORLEANS KO CONTRACTING DIVISION, 7400 LEAKE AVE NEW ORLEANS, LA 70118-3651 UNITED STATES
0003	Inspection and Acceptance Location Both Other Instructions: See scope. DoDAAC: W912P8 CountryCode: USA W07V ENDIST NEW ORLEANS KO CONTRACTING DIVISION, 7400 LEAKE AVE NEW ORLEANS, LA 70118-3651 UNITED STATES

Overall Contract Delivery Period

0001	**Delivery Schedule** From date of lead time event to completion of performance 137 Calendar Days Date of Notice to Proceed Receipt **Quantity** 1 Job **Address and POC** Service Performance Site DoDAAC: W912P8 CountryCode: USA W07V ENDIST NEW ORLEANS KO CONTRACTING DIVISION, 7400 LEAKE AVE NEW ORLEANS, LA 70118-3651 UNITED STATES

0002AA	**Delivery Schedule** From date of lead time event to completion of performance 137 Calendar Days Date of Notice to Proceed Receipt **Quantity** 700,000 Cubic Yard **Address and POC** Service Performance Site DoDAAC: W912P8 CountryCode: USA W07V ENDIST NEW ORLEANS KO CONTRACTING DIVISION, 7400 LEAKE AVE NEW ORLEANS, LA 70118-3651 UNITED STATES
0002AB	**Delivery Schedule** From date of lead time event to completion of performance 137 Calendar Days Date of Notice to Proceed Receipt **Quantity** 200,000 Cubic Yard **Address and POC** Service Performance Site DoDAAC: W912P8 CountryCode: USA W07V ENDIST NEW ORLEANS KO CONTRACTING DIVISION, 7400 LEAKE AVE NEW ORLEANS, LA 70118-3651 UNITED STATES

0003	**Delivery Schedule** From date of lead time event to completion of performance 137 Calendar Days Date of Notice to Proceed Receipt **Quantity** 1 Job **Address and POC** Service Performance Site DoDAAC: W912P8 CountryCode: USA W07V ENDIST NEW ORLEANS KO CONTRACTING DIVISION, 7400 LEAKE AVE NEW ORLEANS, LA 70118-3651 UNITED STATES

Section 01 00 00 - General Requirements

Requirements

PROJECT TITLE: FRESHWATER BAYOU - LOCK TO THE GULF, FRESHWATER BAYOU MAINTENANCE DREDGING #26-1, ED 25-018 PROJECT LOCATION: VERMILION PARISH, LA THIS SOLICITATION IS ISSUED AS UNRESTRICTED. THE NAICS CODE FOR THIS PROCUREMENT IS 237990. THE MAGNITUDE OF CONSTRUCTION IS BETWEEN $10,000,000 AND $25,000,000. The work consists of the removal and satisfactory disposal of all material above elevation -16.0 MLG from C/L Station 70+00 (Mile 1.3) to C/L Station -210+00 (Mile -4.0), of Freshwater Bayou Channel from the limits as specified herein and shown on the Contract Drawings. All dredged material shall be transported and successfully deposited on the Gulf Shoreline west of the Freshwater Bayou channel, as shown contract drawings. (The solicitation will include 5 drawings and specifications).

NOTE 5: RAPID VENDOR PAYMENT. Web based instructions for the submission of invoices may be found at the following website:

https://www.mvn.usace.army.mil/Business-With-Us/Contracting/Rapid-Vendor-Payment/

EVALUATION OF SUBLINE ITEMS (Dec 2019 - AFARS 5152.211-9000).

Item Nos. 0002 is subdivided into two or more estimated quantities and are to be separately priced. The Government will evaluate each of these items on the basis of total price of its subline items.

(End of Clause)

VARIATIONS IN ESTIMATED QUANTITIES - SUBLINE ITEMS (Dec 2019) - AFARS 5152.211-9001).

This variation in estimated quantities clause is applicable only to item Nos. 0002.

(a) Variation from the estimated quantity in the actual work performed under any second or subsequent subline item or elimination of all work under such a second or subsequent subline item will not be the basis for an adjustment in contract unit price.

(b) Where the actual quantity of work performed for item Nos.0002 is less than 85% of the quantity of the first subline item listed under such item, the contractor will be paid at the contract unit price for that subline item for the actual quantity of work performed and, in addition, an equitable adjustment shall be made in accordance with VARIATION IN ESTIMATED QUANTITY.

(c) If the actual quantity of work performed under item Nos. 0002 exceeds 115% or is less than 85% of the total estimated quantity of the subline item under that item and/or if the quantity of the work performed under the second subline item or any subsequent subline item under item Nos. NONE exceeds 115% or is less than 85% of the estimated quantity of any such subline item, and if such variation causes an increase or a decrease in the time required for performance of this contract the contract completion time will be adjusted in accordance with VARIATION IN ESTIMATED QUANTITY.

(End of Clause)

Bid Bond (See Instructions on Page 3)	Date Bond Executed (Must Not Be Later Than Bid Opening Date)	**OMB Control Number: 9000-0001** **Expiration Date: 1/31/2027**

Principal (Legal Name And Business Address)	Type Of Organization ("X" One) ☐ Individual ☐ Partnership ☐ Joint Venture ☐ Corporation ☐ Other (Specify)
	State Of Incorporation

Surety(ies) (Name And Business Address)

Penal Sum Of Bond					Bid Identification	
Percent Of Bid Price	Amount Not To Exceed				Bid Date	Invitation Number
	Million(s)	Thousand(s)	Hundred(s)	Cents		
					For (Construction, Supplies Or Services)	

Obligation:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

Conditions:

The Principal has submitted the bid identified above.

Therefore:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the Principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the Surety(ies) of extension(s) is waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

Witness:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

Principal

Signature(s)	1. (Seal)	2. (Seal)	3. (Seal)	Corporate Seal
Name(s) And Title(s) (Typed)	1.	2.	3.	

Individual Surety(ies)

Signature(s)	1. (Seal)	2. (Seal)
Name(s) (Typed)	1.	2.

Corporate Surety(ies)

Surety A	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety B	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety C	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety D	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		

Surety E	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety F	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety G	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		

Instructions

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the Liability Limit block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.

(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "Corporate Surety(ies)." In the space designated "Surety(ies)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bond, provided that the sum total of their liability equals 100% of the bond penal sum.

(c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.

5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0001. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (MVCB), 1800 F Street, NW, Washington, DC 20405.

Section 00 21 00 - Instructions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	2026-02		
52.214-3	Amendments to Invitations for Bids. (Deviation 2026-O0038)	2026-02		
52.214-4	False Statements in Bids.	1984-04		
52.214-5	Submission of Bids. (Deviation 2026-O0038)	2026-02		
52.214-6	Explanation to Prospective Bidders.	1984-04		
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids. (Deviation 2026-O0038)	2026-02		
52.214-34	Submission of Offers in the English Language.	1991-04		
52.214-35	Submission of Offers in U.S. Currency.	1991-04		
52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work. (Deviation 2026-O0038)	2026-02		
52.225-12	Notice of Buy American Requirement-Construction	2014-05		

	Materials Under Trade Agreements.			
52.233-2	Service of Protest. (Deviation 2026-O0038)	2026-02		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03		
252.215-7011	Requirements for Submission of Proposals to the Administrative Contracting Officer and Contract Auditor.	2018-01		
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	2023-01		
204.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	2023-11		

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.216-1	Type of Contract. (Deviation 2026-O0038)	2026-02		

Type of Contract (Feb 2026) (Deviation 2026-O0038)

The Government contemplates award of a firm-fixed-price contract resulting from this solicitation.

(End of provision)

52.228-1 Bid Guarantee. 1996-09

Bid Guarantee (Sept 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 twenty (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 clause)

52.252-1 Solicitation Provisions Incorporated by Reference. 1998-02

Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

_____[Insert one or more Internet addresses]

(End of provision)

52.252-3	Alterations in Solicitation.	1984-04

Alterations in Solicitation (Apr 1984)

Portions of this solicitation are altered as follows:

____ ____ ____

(End of clause)

52.252-5	Authorized Deviations in Provisions.	2020-11

Authorized Deviations in Provisions (Nov 2020)

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

(b) The use in this solicitation of any ____[insert regulation name](48 CFR Chapter____) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.215-7012	Requirements for Submission of Proposals via Electronic Media.	2018-01		

REQUIREMENTS FOR SUBMISSION OF PROPOSALS VIA ELECTRONIC MEDIA (JAN 2018)

The Offeror shall submit the cost portion of the proposal via the following electronic media: ____ [Insert media format, e.g., electronic spreadsheet format, electronic mail, etc.]

(End of provision)

SOLICITATION NUMBER: W912P826BA016

NOTE: BIDDERS MAY SUBMIT BIDS BY ONLY ONE METHOD: A) ELECTRONIC COMMERCE (EMAIL) OR BY 2) PHYSICAL SUBMISSION. BIDDERS SHALL LIMIT THE BID SUBMITTAL TO ONE OPTION OR THE OTHER, NOT BOTH.

Electronic Submission of Bids/Proposals (Email):
The New Orleans District utilizes electronic commerce (Email) for receipt of electronic bids under this IFB solicitation. To submit an electronic commerce (Email) bid please follow these steps:

1. Send an email containing your name, email address and bid/proposal to the following emails associated with the IFB (MUST include all emails):
    - EVAN.G.WOITHA@USACE.ARMY.MIL
    - KAREN.D.HARGRAVE@USACE.ARMY.MIL

2. ALL BIDS SUBMITTED BY EMAIL MUST CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE.

3. Once the agency receives your bid/proposal at the above email addresses, you will then receive a confirmation email stating your bid/proposal was received. If a bidder does not receive a reply acknowledging receipt electronically from the New Orleans District, it is incumbent upon the bidder to seek confirmation from the issuing Contracting office by phone.

Note: The size limit for incoming emails is 35MB. Any bid/proposal over this size may not be accepted by the server and will constitute the bid not being received timely. Please note that embedded links, URLs, and other html language included may interfere with the USACE server security, which may cause emails to be removed prior to being received by the contracting office. Bidders are advised to refrain from including external links, embedded links, URLs, and other html language not germane to the proposal/bid. Please note it is a bidder's responsibility, when transmitting its bid electronically, to ensure the receipt of its bid to the proper designee at the proper time. See FAR 14.304(b)(1)(i) regarding untimely electronic bids. Please note, MVN's computer system firewall may cause a delay in receipt of emails, so be sure to allow ample time for possible delay. If your email would exceed 35MB you can use one of the following methods as a work-around:

- Use .zip files as attachments. Combine multiple files into a .zip file to compress file size prior to adding as an email attachment.
- Send multiple emails. Label each email with same subject line and indicate number of emails. For example: Smith Construction W912P826BXXXX (1 of 2) Smith Construction W912P826BXXXX (2 of 2).

Physical Submission of Bids:
Bidders may submit their bids by hand carrying or express mail to the New Orleans District Contracting Office in Room 172. Bidders are advised to allow adequate time to ensure timely submission of its bid. Traffic onto the New Orleans District campus may be delayed by trains

blocking the entrance or security either at the gate and/or inside of the building. Express delivery may be utilized but it is incumbent upon the bidder to ensure bid delivery time and date is before the receipt of bid cutoff time. See FAR 14.304(b)(1)(ii) and (c).

Bid Opening:
This bid opening is currently scheduled for Tuesday, 21 July 2026, at 1:00 PM CT. The Contracting Officer and Contract Specialist will begin downloading bids at 10:00 AM CT, which is the bid submission receipt cutoff time. All bids received after 10:00 AM CT on Tuesday, 21 July 2026, will be considered late.

Audio Teleconference Bid Opening Information:
The bid opening will be held electronically and can be accessed via:
https://dod.teams.microsoft.us/meet/993710940484?p=IhM3fR2tekresSSRw0

Meeting ID: 993 710 940 484
Passcode: JN6RZ7HY

OR

Dial in by phone
+1 503-207-9433,,940419918# United States, Beaverton
Phone conference ID: 940 419 918#

Following the conclusion of the bid opening, in accordance with FAR 14.403(b), abstracts of offers for unclassified acquisitions shall be available for public inspection via SAM.GOV.

Instructions to Bidders

QUESTION AND ANSWER VIA PROJNET

ALL SUBMITTED QUESTIONS FOR THIS PROJECT AND THE ANSWERS PROVIDED SHALL BE VIEWED IN BIDDER INQUIRY IN PROJNET AT (https://www.projnet.org)

Technical inquiries and/or questions relating to this solicitation shall be submitted via Bidder Inquiry in ProjNet at (https://www.projnet.org) No Later Than (NLT) **Tuesday, July 7, 2026, 10:00 AM Local Time.** To submit or review inquiry items, prospective vendors will need to use the Bidder Inquiry Key presented below and follow the instructions listed below the key for access. **Emailed inquiries and/or questions will not be accepted.** A prospective vendor who submits a comment /question will receive an acknowledgement of their comment/ question via email. Another email to the same address will notify the prospective vendor once the reply is available for viewing.

The Bidder Inquiry Key is: **MED4S5-JT2RZ3**

Specific Instructions for First Time ProjNet Bid Inquiry Access:

1. From the ProjNet home page linked above, click on **Quick Add** on the upper right side of the screen.
2. Identify the Agency. This should be marked as **USACE.**
3. Key. Enter the **Bidder Inquiry Key** listed above.
4. Email. Enter the email address you would like to use for communication.
5. Click Continue. A page will then open saying that a user account was not found and will ask you to create one using the provided form.
6. Enter your First Name, Last Name, Company, City, State, Phone, Email, Secret Question, Secret Answer, and Time Zone. Make sure to remember your Secret Question and Answer as they will be used from this point on to access the ProjNet system.
7. Click Add User. Once this is completed you are now registered within ProjNet and are currently logged into the system.

Specific Instructions for Future ProjNet Bid Inquiry Access:

1. For future access to ProjNet, you will not be provided any type of password. You will utilize your Secret Question and Secret Answer to log in.
2. From the ProjNet home page linked above, click on **Quick Add** on the upper right side of the screen.
3. Identify the Agency. This should be marked as **USACE.**
4. Key. Enter the **Bidder Inquiry Key** listed above.
5. Email. Enter the email address you used to register previously in ProjNet.
6. Click Continue. A page will then open asking you to enter the answer to your Secret Question.
7. Enter your Secret Answer and click Login. Once this is completed you are now logged into the system.

Section 00 45 00 - Representations and Certifications

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	2024-09		
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	2017-01		
52.229-12	Tax on Certain Foreign Procurements. (Deviation 2026-O0038)	2021-02		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	2022-09		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	2016-10		
252.223-7997	Prohibition on Procurement of Certain Items Containing	2022-09	Deviation 2022-	2022-09

	Perfluorooctane Sulfonate or Perfluorooctanoic Acid -- Representation. (Deviation 2022-O0010)		O0010
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	2022-05	
252.225-7057	Preaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	2022-08	
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	2023-06	
252.232-7016	Notice of Progress Payments or Performance-Based Payments.	2020-04	

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-2	Certificate of Independent Price Determination.	1985-04		

Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision ____[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

52.209-7	Information Regarding Responsibility Matters. (Deviation 2026-O0038)	2026-02

Information Regarding Responsibility Matters (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this provision-

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than $10,000,000 means-

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager;

head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

(End of provision)

52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (Deviation 2026-O0038)	2026-02

Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2026) (Deviation 2026-O0038)

(a) The Government will not enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.209-13	Violation of Arms Control Treaties or Agreements-Certification. (Deviation 2026-O0038)	2026-02

Violation of Arms Control Treaties or Agreements-Certification (Feb 2026) (Deviation 2026-O0038)

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101.

(b) Certification. [Offeror shall check either (1) or (2).]

[ ] (1) The Offeror certifies that-

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a

participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; or

[ ] (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If such activity might have occurred, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in

which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless-

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has

(i) Waived application under 22 U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

(e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

52.219-2	Equal Low Bids. (Deviation 2026-O0038)	2026-02

Equal Low Bids (Feb 2026) (Deviation 2026-O0038)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

_____ _____

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7016	Covered Defense Telecommunications Equipment or Services-Representation.	2019-12		

COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, "covered defense telecommunications equipment or services" has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered defense telecommunications equipment or services".

(c) Representation. The Offeror represents that it [ ] does, [ ] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	2021-05

PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

(a) Definitions. "Covered defense telecommunications equipment or services," "covered mission," "critical technology," and "substantial or essential component," as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018

(Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it [ ] will [ ] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

Section 00 70 00 - Conditions of the Contract

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.219-9	Small Business Subcontracting Plan. (Deviation 2026-O0038) (Alternate IV)	2026-02	Alternate IV	2026-02
52.222-3	Convict Labor. (Deviation 2026-O0038)	2026-02		
52.222-7	Withholding of Funds. (Deviation 2026-O0038)	2026-02		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	2026-02		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02		
52.240-93	Basic Safeguarding of Covered Contractor Information Systems. (Deviation 2026-O0038)	2026-02		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7012	Safeguarding Covered Defense	2024-05	Deviation	2024-05

	Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)		2024-O0013	
252.215-7995	Program Should-Cost Review. (DEVIATION 2026-O0048)	2026-03	Deviation 2026-O0048	2026-03
252.215-7996	Notification to Offerors-Postaward Debriefings. (DEVIATION 2026-O0048)	2026-03	Deviation 2026-O0048	2026-03
252.215-7998	Pilot Program to Accelerate Contracting and Pricing Processes. (DEVIATION 2024-O0007)	2024-02	Deviation 2024-O0007	2024-02
252.219-7996	Small Business Subcontracting Plan (DoD Contracts). (DEVIATION 2026-O0037)	2026-02	Deviation 2026-O0037	2026-02
252.219-7997	Small Business Subcontracting Plan (Test Program). (DEVIATION 2026-O0037)	2026-02	Deviation 2026-O0037	2026-02
252.225-7965	Acquisition of Dinnerware and Stainless-Steel Flatware. (DEVIATION 2026-O0033)	2026-01	Deviation 2026-O0033	2026-01
252.225-7966	Prohibition Regarding Russian Fossil Fuel Business Operations-Representation (Deviation 2024-O0006, Revision 1)	2024-03	Deviation 2024-O0006	2024-03
252.225-7967	Prohibition Regarding Russian Fossil Fuel Business Operations (Deviation 2024-O0006, Revision 1)	2024-02	Deviation 2024-O0006	2024-02
252.225-7972	Prohibition on the Procurement	2024-08	Deviation	2024-08

	of Foreign-Made Unmanned Aircraft Systems. (DEVIATION 2024-O0014)		2024-O0014	
252.225-7973	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems—Representation. (DEVIATION 2024-O0014)	2024-08	Deviation 2024-O0014	2024-08
252.225-7980	Contractor Personnel Performing in the United States Africa Command Area of Responsibility (DEVIATION 2016-O0008)	2016-06	Deviation 2016-O0008	2016-06
252.225-7986	Requirement for Products or Services from the African Host Nation-Djibouti (Deviation 2017-O0009)	2017-09	Deviation 2017-O0009	2017-09
252.225-7987	Requirements for Contractor Personnel Performing in the U.S. Southern Command Area of Responsibility (DEVIATION 2021-O0004)	2021-02	Deviation 2021-O0004	2021-02
252.225-7993	Prohibition on Providing Funds to the Enemy. (DEVIATION 2024-O0003)	2023-12	Deviation 2024-O0003	2023-12
252.225-7995	Contractor Personnel Performing in the United States Central Command Area of Responsibility (DEVIATION 2017-O0004)	2017-09	Deviation 2017-O0004	2017-09
252.225-7997	Contractor Demobilization (DEVIATION 2013-O0017)	2013-08	Deviation 2013-O0017	2013-08
252.226-7003	Drug-Free Work Force.	2024-08		

252.227-7991	Rights in Bid or Proposal Information. (DEVIATION 2026-O0036)	2026-02	Deviation 2026-O0036	2026-02
252.227-7994	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. (DEVIATION 2026-O0036)	2026-02	Deviation 2026-O0036	2026-02
252.227-7995	Deferred Ordering of Technical Data or Computer Software. (DEVIATION 2026-O0036)	2026-02	Deviation 2026-O0036	2026-02
252.227-7996	Technical Data--Withholding of Payment. (DEVIATION 2026-O0036)	2026-02	Deviation 2026-O0036	2026-02
252.227-7997	Validation of Asserted Restrictions. (DEVIATION 2026-O0036)	2026-02	Deviation 2026-O0036	2026-02
252.232-7004	DoD Progress Payment Rates (DEVIATION 2020-O0010)	2014-10	Deviation 2020-O0010	2020-03
252.244-7999	Subcontracts for Commercial Products or Commercial Services. (DEVIATION 2026-O0015)	2026-02	Deviation 2026-O0015	2026-01

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date

52.236-16	Quantity Surveys. (Alternate I)	2026-02	Alternate I	1984-04

(a) Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

(b) The Contractor shall conduct the original and final surveys and surveys for any periods for which progress payments are requested. All these surveys shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance. The Government shall make such computations as are necessary to determine the quantities of work performed or finally in place. The Contractor shall make the computations based on the surveys for any periods for which progress payments are requested.

(c) Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer.

(End of Clause)

NOTE: In Para. 7(c), the word "Promptly" is defined as "within three (3) calendar days."

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7998	Alternate A, Annual Representations and Certifications. (DEVIATION 2026-O0043)	2026-02	Alternate A Deviation 2026-O0043	2026-02 2026-02

Alternate A, Annual Representations and Certifications (DEVIATION 2026-O0043)(FEB 2026)

Include the following paragraphs (e), (f), and (g) in the provision at FAR 52.204-7:

(e)(1) If the provision at FAR 52.204-7, System for Award Management - Registration, is included in this solicitation, paragraph (g) of this provision applies.

(2) If the provision at FAR 52.204-7, System for Award Management - Registration, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (g) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

[ ] (i) Paragraph (g) applies.

[ ] (ii) Paragraph (g) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(f)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of $150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

[ ](i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

[ ](ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

[ ](iii) 252.225-7020, Trade Agreements Certificate.

[ ]Use with Alternate I.

[ ](iv) 252.225-7031, Secondary Arab Boycott of Israel.

[ ](v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

[ ]Use with Alternate I.

[ ]Use with Alternate II.

[ ]Use with Alternate III.

[ ]Use with Alternate IV.

[ ]Use with Alternate V.

[ ] (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

[ ] (vii) 252.232-7015, Performance-Based Payments--Representation.

(g) The Offeror has completed the annual representations and certifications electronically via the SAM website at https://www.sam.gov After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-7 and paragraph (f) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.203-1); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS provision No.	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

252.208-7999	Ordering From Government Supply Sources. (DEVIATION 2026-O0049)	2026-03	Deviation 2026-O0049	2026-03

ORDERING FROM GOVERNMENT SUPPLY SOURCES (DEVIATION 2026-O0049) (MAR 2026)

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of

the applicable schedule or agreement and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement:

Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock on a reimbursable basis, the Contractor shall--

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) The Contractor shall pay invoices from Government supply sources promptly.

(A) The Contractor shall pay purchases made from DoD supply sources within 30 days of the date of a proper invoice.

(B) The Contractor shall annotate each invoice with the date of receipt.

(C) For the purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract.

(D) If the Contractor fails to pay or pays late that may also result in the DoD supply source refusing to honor the requisition (see DFARS 208-105-2(a)(4)(ii)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources.

(1) In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer will provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action.

(2) The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated.

(3) Any such termination does not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) When placing orders for Government stock on a non-reimbursable basis, the Contractor shall--

(1) Comply with the requirements of the Contracting Officer's authorization; and

(2) When using electronic transactions to submit requisitions on a nonreimbursable basis only, place orders by authorizing contract number using the Defense Logistics Management System (DLMS) Supplement to Federal Implementation Convention 511R, Requisition; and acknowledge receipts by authorizing contract number using the DLMS Supplement 527R, Receipt, Inquiry, Response and Material Receipt Acknowledgement.

(e) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(f) Government invoices will be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address (include point of contact and telephone number):

_____ _____ _____ _____ _____

Government Remittance Address (include point of contact and telephone number):

_____ _____ _____ _____ _____

(End of clause)

252.215-7010	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data. (DEVIATION 2024-O0007)	2024-05	Deviation 2024-O0007	2024-02

REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (DEVIATION 2024-O0007)(FEB 2024)

(a) Definitions. As used in this provision-

"Market prices" means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.

"Non-Government sales" means sales of the supplies or services to non-Governmental entities for purposes other than governmental purposes.

"Relevant sales data" means information provided by an offeror on sales of the same or similar items that can be used to establish price reasonableness taking into consideration the age, volume, and nature of the transactions (including any related discounts, refunds, rebates, offsets, or other adjustments).

"Sufficient non-Government sales" means relevant sales data that reflects market pricing and contains enough information to make adjustments covered by FAR 15.404-1(b)(2)(ii)(B).

“Uncertified cost data” means the subset of “data other than certified cost or pricing data” (see FAR 2.101) that relates to cost.

(b) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data, the Offeror may submit a written request for exception by submitting the information described in paragraphs (b)(1)(i) and (ii) of this provision. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted and whether the price is fair and reasonable.

(i) Exception for price set by law or regulation - Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the Offeror shall submit, at a minimum, information that is adequate for evaluating the reasonableness of the price for this acquisition, including prices at which the same item or similar items have been sold in the commercial market. Such information shall include-

(A) For items previously determined to be commercial, the contract number and military department, defense agency, or other DoD component that rendered such determination, and if available, a Government point of contact;

(B) For items priced based on a catalog-

(1) A copy of or identification of the Offeror’s current catalog showing the price for that item; and

(2) If the catalog pricing provided with this proposal is not consistent with all relevant sales data, a detailed description of differences or inconsistencies between or among the relevant sales data, the proposed price, and the catalog price (including any related discounts, refunds, rebates, offsets, or other adjustments);

(C) For items priced based on market pricing, a description of the nature of the commercial market, the methodology used to establish a market price, and all relevant sales data. The description shall be adequate to permit DoD to verify the accuracy of the description;

(D) For items included on an active Federal Supply Service Multiple Award Schedule contract,

proof that an exception has been granted for the schedule item; or

(E) For items provided by nontraditional defense contractors, a statement that the entity is not currently performing and has not performed, for at least the 1-year period preceding the solicitation of sources by DoD for the procurement or transaction, any contract or subcontract for DoD that is subject to full coverage under the cost accounting standards prescribed pursuant to 41 U.S.C. 1502 and the regulations implementing such section.

(2) The Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and to determine the reasonableness of price.

(c) Requirements for certified cost or pricing data. This acquisition is accomplished under the authority of section 890 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019 (Pub. L. 115-232), as amended by section 825 of the NDAA for FY 2020 (Pub. L. 116-92), section 818 of the NDAA for FY 2023 (Pub. L. 117-263), and section 841 of the NDAA for FY 2024 (Pub. L. 118-31). The intent of this pilot program is to test the efficacy of basing price reasonableness determinations primarily on actual costs of performance for prior purchases of the same or similar products for the Department of Defense. If the Offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) In lieu of providing complete cost or pricing data, as defined in FAR 2.101, the Offeror shall submit a subset of cost or pricing data and supporting attachments as follows: ____ [Contracting Officer shall list the specific cost or pricing data deemed necessary to establish price reasonableness for this acquisition, and describe the required submission format for each type of data. At a minimum, the Contracting Officer shall identify the specific prior DoD purchases of the same or similar products for which the Offeror is required to submit the actual cost of performance. The Offeror is not required to submit cost or pricing data that is not listed within this provision. If the Contracting Officer finds that additional cost or pricing data are needed in order to determine that the price is fair and reasonable, the Contracting Officer shall issue an amendment to the solicitation, revising this paragraph as needed to require the submission of the additional data.]

(2)(i) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the Offeror shall submit a Certificate of Current Cost or Pricing Data, using the following language:

Certificate of Current Cost or Pricing Data for Acquisitions Accomplished under the Authority of

Section 890 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019, as amended by Section 825 of the NDAA for FY 2020, Section 818 of the NDAA for 2023, and Section 841 of the NDAA for FY 2024

This is to certify that, to the best of my knowledge and belief, the cost or pricing data required by the provision at 252.215-7010, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (DEVIATION 2024-O0007) of the Request for Proposal for this action, and submitted either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's Representative in support of ____* are accurate, complete, and current as of ____**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the Offeror and the Government that are part of the proposal.

Firm ____

Signature ____

Name ____

Title ____

Date of execution***____

*Identify the proposal involved, giving the appropriate identifying number (e.g., RFP No.).

**Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

***Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

(ii) The certificate does not constitute a representation as to the accuracy of the Offeror’s judgment on the estimate of future costs or projections. It applies to the data upon which the judgment or estimate was based. This distinction between fact and judgment should be clearly understood. With respect to the certified cost or pricing data required by paragraphs (c)(1) or (e) of this provision (as revised by solicitation amendment, if applicable), if the Offeror had information reasonably available at the time of agreement showing that the negotiated price was not based on accurate, complete, and current data, the Offeror’s responsibility is not limited

by any lack of personal knowledge of the information on the part of its negotiators.

(iii) The Contracting Officer and Offeror are encouraged to reach a prior agreement on criteria for establishing closing or cutoff dates when appropriate in order to minimize delays associated with proposal updates. Closing or cutoff dates applicable to the certified cost or pricing data required by paragraphs (c)(1) or (e) of this provision should be included as part of the data submitted with the proposal and, before agreement on price, data should be updated by the contractor to the latest closing or cutoff dates for which the data are available. Use of cutoff dates coinciding with reports is acceptable, as certain data may not be reasonably available before normal periodic closing dates (e.g., actual indirect costs). Data within the Offeror's or a subcontractor's organization on matters significant to contractor management and to the Government will be treated as reasonably available, if that data was required to be submitted by paragraph (c)(1) or (e) of this provision. What is significant depends upon the circumstances of each acquisition.

(iv) Possession of a Certificate of Current Cost or Pricing Data is not a substitute for examining and analyzing the Offeror's proposal.

(v) If certified cost or pricing data are requested by the Government and submitted by the Offeror, but an exception is later found to apply, the data shall not be considered certified cost or pricing data and shall not be certified in accordance with this subsection.

(3) The Offeror is responsible for determining whether a subcontractor qualifies for an exception from the requirement for submission of certified cost or pricing data on the basis of adequate price competition, i.e., two or more responsible offerors, competing independently, submit priced offers that satisfy the Government's expressed requirement in accordance with FAR 15.403-1(c)(1).

(d) Requirements for data other than certified cost or pricing data.

(1) Data other than certified cost or pricing data submitted in accordance with this provision shall include all data necessary to permit a determination that the proposed price is fair and reasonable, to include the requirements in DFARS 215.402(a)(i) and 215.404-1(b).

(2) In cases in which uncertified cost data is required, the information shall be provided in the form in which it is regularly maintained by the Offeror or prospective subcontractor in its business operations.

(3) The Offeror shall provide information described as follows: ____ [Insert description of the

data and the format that are required, including access to records necessary to permit an adequate evaluation of the proposed price in accordance with FAR 15.403-3].

(4) Within 10 days of a written request from the Contracting Officer for additional information to support proposal analysis, the Offeror shall provide either the requested information, or a written explanation for the inability to fully comply.

(5) Subcontract price evaluation.

(i) The Offeror shall obtain from subcontractors the minimum information necessary to support a determination of price reasonableness, as described in FAR part 15 and DFARS part 215.

(ii) No cost information may be required from a prospective subcontractor in any case in which there are sufficient non-Government sales of the same item to establish reasonableness of price.

(iii) If the Offeror relies on relevant sales data for similar items to determine the price is reasonable, the Offeror shall obtain only that technical information necessary—

(A) To support the conclusion that items are technically similar; and

(B) To explain any technical differences that account for variances between the proposed prices and the sales data presented, but excluding paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(e) Subcontracts.

(1) For subcontracts above the threshold for submission of certified cost or pricing data in FAR 15.403-4 to which the authority of the Section 890 pilot has been flowed down, in lieu of the requirements in paragraphs (a) and (b) of the clause at 52.215-12, Subcontractor Certified Cost or Pricing Data, of this solicitation, the Offeror shall require the subcontractor to submit a subset of cost or pricing data (actually or by specific identification in writing) as follows:

(i) ____
____
____

[Contracting Officer shall add paragraphs as necessary to identify each first-tier subcontract to which the authority of the Section 890 pilot has been flowed down, and the specific certified cost or pricing data required for each subcontract. Contracting Officer shall list the specific cost or

pricing data deemed necessary to determine that the price is fair and reasonable for each subcontract, and describe the required submission format for each type of data. The type and extent of data required may differ based on the dollar value of the subcontract proposal, or other appropriate considerations. At a minimum, the Contracting Officer shall identify the specific prior subcontracts awarded in support of the DoD purchases of the same or similar products for which the subcontractor is required to submit the actual cost of performance. The Contracting Officer shall specify whether the authority of the Section 890 pilot is further flowed down to any lower-tier subcontract pertaining to each first-tier subcontract. Where the pilot authority is flowed down to lower-tier subcontracts, the Contracting Officer shall describe the specific certified cost or pricing data that is to be provided by each affected lower-tier subcontractor. The subcontractor and lower tier subcontractors to which the pilot authority is flowed down are not required to submit certified cost or pricing data that is not listed within this provision. If the Contracting Officer finds that additional certified cost or pricing data are needed in order to determine that the price is fair and reasonable, the Contracting Officer shall issue an amendment to the solicitation, revising this paragraph as needed to require the submission of the additional data.]

(ii) In the event a subcontractor denies the Offeror access to the data described in paragraph (e)(1)(i) of this provision, the data may be provided directly to the Contracting Officer.

(iii) If a subcontractor is unable to provide the extent of historical actual cost experience required by paragraph (e)(1)(i), then the Offeror shall require the subcontractor to provide certified cost or pricing data in accordance with paragraph (e)(2) of this clause.

(iv) The Offeror shall require the subcontractor to certify in substantially the form prescribed in paragraph (c)(2) of this provision that, to the best of its knowledge and belief, the data submitted under paragraph (e)(1)(i) of this provision were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract.

(2) For subcontracts above the threshold for submission of certified cost or pricing data in FAR 15.403-4 to which the authority of the Section 890 pilot has not been flowed down, the Offeror shall require the subcontractor to provide certified cost or pricing data in accordance with the clause at 52.215-12, Subcontractor Certified Cost or Pricing Data, of this solicitation and shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of the clause at 52.215-12 were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract.

(End of provision)

252.215-7990	Requirement for Submission of Data Other Than Certified Cost or Pricing Data-Canadian Commercial Corporation. (DEVIATION 2026-O0048)	2026-03	Deviation 2026-O0048	2026-03

REQUIREMENT FOR SUBMISSION OF DATA OTHER THAN CERTIFIED COST OR PRICING DATA--CANADIAN COMMERCIAL CORPORATION (DEVIATION 2026-O0048) (MAR 2026)

(a) Submission of certified cost or pricing data is not required.

(b) Canadian Commercial Corporation shall obtain and provide the following:

(i) Profit rate or fee (as applicable).

(ii) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404).

(iii) Data other than certified cost or pricing data necessary to permit a determination by the U. S. Contracting Officer that the proposed price is fair and reasonable [U.S. Contracting Officer to insert description of the data required in accordance with FAR 15.403-1].

____

(c) As specified in 15.403-1(d), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(End of provision)

252.215-7991	Requirement for Submission of Data Other Than Certified Cost or Pricing Data-Modifications-Canadian Commercial Corporation. (DEVIATION 2026-O0048)	2026-03	Deviation 2026-O0048	2026-03

REQUIREMENT FOR SUBMISSION OF DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS--CANADIAN COMMERCIAL CORPORATION (DEVIATION 2026-O0048) (MAR 2026)

This clause, in lieu of FAR 52.215-21, applies only if award is to the Canadian Commercial Corporation.

(a) Submission of certified cost or pricing data is not required.

(b) Canadian Commercial Corporation shall obtain and provide the following for modifications that exceed the $150,000 [or higher dollar value specified by the U.S. Contracting Officer in the solicitation].

(i) Profit rate or fee (as applicable).

(ii) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404).

(iii) Data other than certified cost or pricing data necessary to permit a determination by the U. S. Contracting Officer that the proposed price is fair and reasonable [U.S. Contracting Officer to insert description of the data required in accordance with FAR 15.403-1].

____

(End of clause)

252.215-7992	Only One Offer. (DEVIATION 2026-O0048)	2026-03	Deviation 2026-O0048	2026-03

ONLY ONE OFFER (DEVIATION 2026-O0048) (MAR 2026)

(a) Cost or pricing data requirements. After initial submission of offers, if the Contracting Officer notifies the Offeror that only one offer was received, the Offeror agrees to--

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable (10 U.S.C. 3705) or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 3702); and

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-2(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7994, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

(b) Canadian Commercial Corporation. If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with DFARS 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at 15.404).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U. S. Contracting Officer that the proposed price is fair and reasonable [U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-1 with the notification].

____

(4) As specified in FAR 15.403-1(d), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(c) Subcontracts. Unless the Offeror is the Canadian Commercial Corporation, the Offeror shall insert the substance of this provision, including this paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(End of provision)

252.215-7993	Proposal Adequacy Checklist. (DEVIATION 2026-O0048)	2026-03	Deviation 2026-O0048	2026-03

PROPOSAL ADEQUACY CHECKLIST (DEVIATION 2026-O0048) (MAR 2026)

The offeror shall complete the following checklist, providing location of requested information, or an explanation of why the requested information is not provided. In preparation of the offeror's checklist, offerors may elect to have their prospective subcontractors use the same or similar checklist as appropriate.

PROPOSAL ADEQUACY CHECKLIST

No.	REFERENCES If not provided EXPLAIN (may use continuation pages) GENERAL INSTRUCTIONS	SUBMISSION ITEM	PROPOSAL PAGE

1. FAR 15.408-2, Table 15-1, Section I Paragraph A Is there a properly completed first page of the proposal per FAR 15.408-2 Table 15-1 I.A or as specified in the solicitation? ____ ____

2. FAR 15.408-2, Table 15-1, Section I Paragraph A(7) Does the proposal identify the need for Government-furnished material/tooling/test equipment? Include the accountable contract number and contracting officer contact information if known.

____ ____

3. FAR 15.408-2, Table 15-1, Section I Paragraph A(8) Does the proposal identify and explain notifications of noncompliance with Cost Accounting Standards Board or Cost Accounting Standards (CAS); any proposal inconsistencies with your disclosed practices or applicable CAS; and inconsistencies with your established estimating and accounting principles and procedures? ____ ____

4. FAR 15.408-2, Table 15-1, Section I, Paragraph C(1)FAR 2.101, "Cost or pricing data" Does the proposal disclose any other known activity that could materially impact the costs?This may include, but is not limited to, such factors as--(1) Vendor quotations;(2) Nonrecurring costs;(3) Information on changes in production methods and in production or purchasing volume;(4) Data supporting projections of business prospects and objectives and related operations costs;(5) Unit-cost trends such as those associated with labor efficiency;(6) Make-or-buy decisions;(7) Estimated resources to attain business goals; and(8) Information on management decisions that could have a significant bearing on costs. ____ ____

5. FAR 15.408-2, Table 15-1, Section I Paragraph B Is an Index of all certified cost or pricing data and information accompanying or identified in the proposal provided and appropriately referenced? ____ ____

6. FAR 15.403-2(b) Are there any exceptions to submission of certified cost or pricing data pursuant to FAR 15.403-2(b)? If so, is supporting documentation included in the proposal? (Note questions 18-20.) ____ ____

7. FAR 15.408-2, Table 15-1, Section I Paragraph C(2)(i) Does the proposal disclose the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data? ____ ____

8. FAR 15.408-2, Table 15-1, Section I Paragraph C(2)(ii) Does the proposal disclose the nature and amount of any contingencies included in the proposed price? ____ ____

9. FAR 15.408-2, Table 15-1, Section II, Paragraph A or B Does the proposal explain the basis of all cost estimating relationships (labor hours or material) proposed on other than a discrete basis? ____ ____

10. FAR 15.408-2, Table 15-1, Section I Paragraphs D and E Is there a summary of total cost by element of cost and are the elements of cost cross-referenced to the

supporting cost or pricing data? (Breakdowns for each cost element must be consistent with your cost accounting system, including breakdown by year.) ____ ____

11. FAR 15.408-2, Table 15-1, Section I Paragraphs D and E If more than one Contract Line Item Number (CLIN) or sub Contract Line Item Number (sub-CLIN) is proposed as required by the RFP, are there summary total amounts covering all line items for each element of cost and is it cross-referenced to the supporting cost or pricing data?

____ ____

12. FAR 15.408-2, Table 15-1, Section I Paragraph F Does the proposal identify any incurred costs for work performed before the submission of the proposal?

____ ____

13. FAR 15.408-2, Table 15-1, Section I Paragraph G Is there a Government forward pricing rate agreement (FPRA)? If so, the offeror shall identify the official submittal of such rate and factor data. If not, does the proposal include all rates and factors by year that are utilized in the development of the proposal and the basis for those rates and factors? ____ ____

COST ELEMENTS

MATERIALS AND SERVICES

14. FAR 15.408-2, Table 15-1, Section II Paragraph A Does the proposal include a consolidated summary of individual material and services, frequently referred to as a Consolidated Bill of Material (CBOM), to include the basis for pricing? The offeror's consolidated summary shall include raw materials, parts, components, assemblies, subcontracts and services to be produced or performed by others, identifying as a minimum the item, source, quantity, and price. ____ ____

SUBCONTRACTS (Purchased materials or services)

15. DFARS 215.404-8 Has the offeror identified in the proposal those subcontractor proposals, for which the contracting officer has initiated or may need to request field pricing analysis? ____ ____

16. FAR 15.404-8(b)FAR 52.244-2 Per the thresholds of FAR 15.404-8(b), Subcontract Pricing Considerations, does the proposal include a copy of the applicable subcontractor's certified cost or pricing data? ____ ____

17. FAR 15.408-2, Table 15-1, Note 1; Section II Paragraph A Is there a price/cost analysis establishing the reasonableness of each of the proposed subcontracts included with the proposal?If the offeror's price/cost analyses are not provided with the proposal, does the proposal include a matrix identifying dates for receipt of subcontractor proposal, completion of fact finding for purposes of price/cost analysis, and submission of the price/cost analysis? ____ ____

EXCEPTIONS TO CERTIFIED COST OR PRICING DATA

18. FAR 52.215-20,FAR 2.101, "commercial product" or "commercial service" Has the offeror submitted an exception to the submission of certified cost or

pricing data for commercial products or commercial services proposed either at the prime or subcontractor level, in accordance with provision 52.215-20?a. Has the offeror specifically identified the type of commercial product or commercial service claim (FAR 2.101 "commercial product" or "commercial service" definition), and the basis on which the commercial product or commercial service meets the definition?b. For modified commercial products (FAR 2.101 "commercial product" definition); did the offeror classify the modification(s) as either--i. A modification of a type customarily available in the commercial marketplace (paragraph (3)(i)); orii. A minor modification (paragraph (3)(ii)) of a type not customarily available in the commercial marketplace made to meet Federal Government requirements not exceeding the thresholds in FAR 15.403-2(c)(3)(iii)(B)?c. For proposed commercial products "of a type", or "evolved" or modified (FAR 2.101 "commercial product" definition), did the contractor provide a technical description of the differences between the proposed item and the comparison item (s)? ____ ____

19. [Reserved]

20. FAR 15.408-2, Table 15-1, Section II Paragraph A(1) Does the proposal support the degree of competition and the basis for establishing the source and reasonableness of price for each subcontract or purchase order priced on a competitive basis exceeding the threshold for certified cost or pricing data? ____ ____

INTERORGANIZATIONAL TRANSFERS

21. FAR 15.408-2, Table 15-1, Section II Paragraph A.(2) For inter-organizational transfers proposed at cost, does the proposal include a complete cost proposal in compliance with Table 15-1? ____ ____

22. FAR 15.408-2, Table 15-1, Section II Paragraph A(1) For inter-organizational transfers proposed at price in accordance with FAR 31.205-26(e), does the proposal provide an analysis by the prime that supports the exception from certified cost or pricing data in accordance with FAR15.403-2? ____ ____

DIRECT LABOR

23. FAR 15.408-2, Table 15-1, Section II Paragraph B Does the proposal include a time phased (i.e.; monthly, quarterly) breakdown of labor hours, rates and costs by category or skill level? If labor is the allocation base for indirect costs, the labor cost must be summarized in order that the applicable overhead rate can be applied. ____ ____

24. FAR 15.408-2, Table 15-1, Section II Paragraph B For labor Basis of Estimates (BOEs), does the proposal include labor categories, labor hours, and task descriptions, (e.g.; Statement of Work reference, applicable CLIN, Work Breakdown Structure, rationale for estimate, applicable history, and time-phasing)? ____ ____

25. FAR subpart 22.10 If covered by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), are the rates in the proposal in compliance with the minimum rates specified in the statute? ____ ____

INDIRECT COSTS

26. FAR 15.408-2, Table 15-1, Section II Paragraph C Does the proposal indicate the basis of estimate for proposed indirect costs and how they are applied? (Support for the indirect rates could consist of cost breakdowns, trends, and budgetary data.)

____ ____

OTHER COSTS

27. FAR 15.408-2, Table 15-1, Section II Paragraph D Does the proposal include other direct costs and the basis for pricing? If travel is included does the proposal include number of trips, number of people, number of days per trip, locations, and rates (e.g. airfare, per diem, hotel, car rental, etc)? ____ ____

28. FAR 15.408-2, Table 15-1, Section II Paragraph E If royalties exceed $1,500 does the proposal provide the information/data identified by Table 15-1?

____ ____

29. FAR 15.408-2, Table 15-1, Section II Paragraph F When facilities capital cost of money is proposed, does the proposal include submission of Form CASB-CMF or reference to an FPRA/FPRP and show the calculation of the proposed amount?

____ ____

FORMATS FOR SUBMISSION OF LINE ITEM SUMMARIES

30. FAR 15.408-2, Table 15-1, Section III Are all cost element breakdowns provided using the applicable format prescribed in FAR 15.408-2, Table 15-1 III? (or alternative format if specified in the request for proposal) ____ ____

31. FAR 15.408-2, Table 15-1, Section III Paragraph B If the proposal is for a modification or change order, have cost of work deleted (credits) and cost of work added (debits) been provided in the format described in FAR 15.408-2, Table 15-1.III.B?

____ ____

32. FAR 15.408-2, Table 15-1, Section III Paragraph C For price revisions /redeterminations, does the proposal follow the format in FAR 15.408-2, Table 15-1.III. C?

____ ____

OTHER

33. FAR 16.4 If an incentive contract type, does the proposal include offeror proposed target cost, target profit or fee, share ratio, and, when applicable, minimum /maximum fee, ceiling price? ____ ____

34. FAR 16.203-4 and FAR 15.408-2, Table 15-1, Section II, Paragraphs A, B, C, and D If Economic Price Adjustments are being proposed, does the proposal show the rationale and application for the economic price adjustment? ____

____

35. FAR 52.232-28 If the offeror is proposing Performance-Based Payments did the offeror comply with FAR 52.232-28? ____ ____

36. FAR 15.110(v)FAR 52.215-22FAR 52.215-23 Excessive Pass-through

Charges- Identification of Subcontract Effort: If the offeror intends to subcontract more than 70% of the total cost of work to be performed, does the proposal identify: (i) the amount of the offeror's indirect costs and profit applicable to the work to be performed by the proposed subcontractor(s); and (ii) a description of the added value provided by the offeror as related to the work to be performed by the proposed subcontractor(s)? ____ ____
(End of provision)

252.215-7997	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications-Section 890 Pilot Program. (DEVIATION 2024-O0007)	2024-02	Deviation 2024-O0007	2024-02

REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA—MODIFICATIONS—SECTION 890 PILOT PROGRAM (DEVIATION 2024-O0007) (FEB 2024)

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth in Federal Acquisition Regulation (FAR) 15.403-4(a)(1) on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in paragraphs (a)(1)(i) and (ii) of this clause. If the threshold for submission of certified cost or pricing data specified in FAR 15.403-4(a)(1) is adjusted for inflation as set forth in FAR 1.109(a), then pursuant to FAR 1.109(d) the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable—

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy

of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If-

(1) The original contract or subcontract was granted an exception from certified cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include-

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of

price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the Contractor is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) In lieu of providing complete cost or pricing data in accordance with the clause at FAR 52.215-21 of this contract, the Contractor shall submit a subset of cost or pricing data, data other than certified cost or pricing data, and supporting attachments as specified by the Contracting Officer in the request for proposal for the modification. The Contracting Officer will list the specific cost or pricing data deemed necessary to stablish price reasonableness for this contract modification, and describe the required submission format for each type of data. At a minimum, the Contracting Officer will identify the specific prior DoD purchases of the same or similar products for which the contractor is required to submit the actual cost of performance. The Contractor is not required to submit cost or pricing data that is not listed within the request for proposal for the modification. If the Contracting Officer finds that additional cost or pricing data are needed in order to determine that the price is fair and reasonable, the Contracting Officer will issue an amendment to the request for proposal, and the Contractor will be required to submit the additional data.

(2)(i) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, using the following language:

Certificate of Current Cost or Pricing Data for Contract Modifications Accomplished under the Authority of Section 890 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019, as amended by Section 825 of the NDAA for FY 2020, Section 818 of the NDAA for 2023, and Section 841 of the NDAA for FY 2024.

This is to certify that, to the best of my knowledge and belief, the cost or pricing data required for this contract modification, in accordance with the request for proposal for this contract modification and the deviation clause at 252.215-7997, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications—Section 890 Pilot Program (DEVIATION 2024-O0007), and submitted either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's Representative in support of ____* are accurate, complete, and current as of ____**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the Contractor and the Government that are part of the proposal.

Firm ____

Signature ____

Name ____

Title ____

Date of execution***____

*Identify the proposal involved, giving the appropriate identifying number (e.g., RFP No.).

**Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

***Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

(ii) The certificate does not constitute a representation as to the accuracy of the Contractor's judgment on the estimate of future costs or projections. It applies to the data upon which the judgment or estimate was based. This distinction between fact and judgment should be clearly understood. With respect to the certified cost or pricing data required by paragraphs (b) or (d) of this clause, if the Contractor had information reasonably available at the time of agreement showing that the negotiated price was not based on accurate, complete, and current data, the Contractor's responsibility is not limited by any lack of personal knowledge of the information on the part of its negotiators.

(iii) The Contracting Officer and Contractor are encouraged to reach a prior agreement on criteria for establishing closing or cutoff dates when appropriate in order to minimize delays associated with proposal updates. Closing or cutoff dates applicable to the certified cost or pricing data required by paragraphs (b)(1) or (d) of this clause should be included as part of the data submitted with the proposal and, before agreement on price, data should be updated by the contractor to the latest closing or cutoff dates for which the data are available. Use of cutoff dates coinciding with reports is acceptable, as certain data may not be reasonably available before normal periodic closing dates (e.g., actual indirect costs). Data within the Contractor's or a subcontractor's organization on matters significant to contractor management and to the Government will be treated as reasonably available, if that data was required to be submitted by

paragraph (b)(1) or (d)(1) and (d)(2) of this clause. What is significant depends upon the circumstances of each acquisition.

(iv) Possession of a Certificate of Current Cost or Pricing Data is not a substitute for examining and analyzing the Contractor’s proposal.

(v) If certified cost or pricing data are requested by the Government and submitted by the Contractor, but an exception is later found to apply, the data shall not be considered certified cost or pricing data and shall not be certified in accordance with this subsection.

(3) The Contractor is responsible for determining whether a subcontractor qualifies for an exception from the requirement for submission of certified cost or pricing data on the basis of adequate price competition, i.e., two or more responsible offerors, competing independently, submit priced offers that satisfy the Government's expressed requirement in accordance with FAR 15.403-1(c)(1).

(c) Requirements for data other than certified cost or pricing data.

(1) Data other than certified cost or pricing data submitted in accordance with this clause shall include all data necessary to permit a determination that the proposed price is fair and reasonable, to include the requirements in Defense Federal Acquisition Regulation Supplement (DFARS) 215.402(a)(i) and 215.404-1(b).

(2) In cases in which uncertified cost data is required, the information shall be provided in the form in which it is regularly maintained by the Contractor or prospective subcontractor in its business operations.

(3) The Contractor shall provide information described as follows: ____ [Insert description of the data and the format that are required, including access to records necessary to permit an adequate evaluation of the proposed price in accordance with FAR 15.403-3].

(4) Within 10 days of a written request from the Contracting Officer for additional information to support proposal analysis, the Contractor shall provide either the requested information, or a written explanation for the inability to fully comply.

(5) Subcontract price evaluation.

(i) The Contractor shall obtain from subcontractors the information necessary to support a determination of price reasonableness, as described in FAR part 15 and DFARS part 215.

(ii) No cost information may be required from a prospective subcontractor in any case in which there are sufficient non-Government sales of the same item to establish reasonableness of price.

(iii) If the Contractor relies on relevant sales data for similar items to determine the price is reasonable, the Contractor shall obtain only that technical information necessary-

(A) To support the conclusion that items are technically similar; and

(B) To explain any technical differences that account for variances between the proposed prices and the sales data presented.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), but excluding paragraph (b), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(1) For subcontracts above the threshold for submission of certified cost or pricing data in FAR 15.403-4 to which the authority of the Section 890 pilot has been flowed down, in lieu of the requirements in paragraphs (a) and (b) of the clause at 52.215-13, Subcontractor Certified Cost or Pricing Data—Modifications, of this contract, the Contractor shall require the subcontractor to submit a subset of cost or pricing data (actually or by specific identification in writing) as specified in the request for proposal for the modification.

(i) The Contracting Officer will add paragraphs in the request for proposal as necessary to identify each first-tier subcontract to which the authority of the Section 890 pilot has been flowed down, and the specific certified cost or pricing data required for each subcontract. Contracting Officer will list the specific cost or pricing data deemed necessary to determine that the price is fair and reasonable for each subcontract, and describe the required submission format for each type of data. The type and extent of data required may differ based on the dollar value of the subcontract proposal, or other appropriate considerations. At a minimum, the Contracting Officer will identify the specific prior subcontracts awarded in support of the DoD purchases of the same or similar products for which the subcontractor is required to submit the actual cost of performance. The Contracting Officer will specify whether the authority of the Section 890 pilot is further flowed down to any lower-tier subcontract pertaining to each first-tier subcontract. Where the pilot authority is flowed down to lower-tier subcontracts, the Contracting Officer will describe the specific certified cost or pricing data that is to be provided by each affected lower-tier subcontractor. The subcontractor and lower tier subcontractors to which the pilot authority is flowed down are not required to submit certified cost or pricing data that is not listed within the

request for proposal.

(ii) In the event a subcontractor denies the Contractor access to the data described in paragraph (d)(1)(i) of this clause, the data may be provided directly to the Contracting Officer.

(iii) If a subcontractor is unable to provide the extent of historical actual cost experience required by paragraph (d)(1)(i), then the Contractor shall require the subcontractor to provide certified cost or pricing data in accordance with paragraph (d)(2) of this clause.

(iv) The Contractor shall require the subcontractor to certify in substantially the form prescribed in paragraph (b)(2) of this clause that, to the best of its knowledge and belief, the data submitted under paragraph (d)(1)(i) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(2) For subcontracts above the threshold for submission of certified cost or pricing data in FAR 15.403-4 to which the authority of the Section 890 pilot has not been flowed down, the Contractor shall require the subcontractor to provide certified cost or pricing data in accordance with the clause at 52.215-13, Subcontractor Certified Cost or Pricing Data–Modifications, of this contract and shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(End of clause)

252.225-7963	Antiterrorism/Force Protection for Defense Contractors Outside the United States. (DEVIATION 2026-O0041)	2026-02	Deviation 2026-O0041	2026-02

ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (DEVIATION 2026-O0041) (FEB 2026)

(a) Definition. “United States,” as used in this clause, means, the 50 States, the District of

Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from (Contracting Officer to insert applicable information cited in PGI 225.772-1). ____

(End of clause)

252.225-7964	Restriction on Acquisition of Fuel for Overseas Contingency	2026-02	Deviation 2026-	2026-02

Operations. (DEVIATION 2026-O0041)	O0041

RESTRICTION ON ACQUISITION OF FUEL FOR OVERSEAS CONTINGENCY OPERATIONS (DEVIATION 2026-O0041)(FEB 2026)

(a) Prohibition. For an overseas contingency operation, DoD may not procure fuel in whole or in part, or derivatives of such fuel, that is sourced from nations or regions prohibited from selling petroleum to the United States. See Federal Acquisition Regulation subpart 40.2 and the Office of Foreign Assets Control website at https://ofac.treasury.gov/sanctions-programs-and-country-information for prohibited sources.

(b) Certification. Offerors shall complete the certification in paragraph (b)(1) of this provision and submit the certification with their offer.

(1) The Offeror does [ ] does not [ ] certify that the fuel, in whole or in part, or derivatives of such fuel, to be provided under any contract resulting from this solicitation is not sourced from a nation or region prohibited from selling petroleum to the United States.

(2) Only Offerors who certify that the fuel to be provided is not sourced from a prohibited nation or region will be eligible for award.

(c) Compliance.

(1) When requested by the Contracting Officer, the prospective Contractor shall submit records necessary to demonstrate compliance with applicable laws and regulations regarding export-controlled items and anticorruption statutes and regulations including—

(i) The Foreign Corrupt Practices Act (15 U.S.C. 78dd-1 et seq.);

(ii) International Traffic in Arms Regulations (ITAR) at 22 CFR 120 through 130 (also see Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.225-7048, Export-Controlled Items);

(iii) Export Administration Regulations (EAR) at 15 CFR 730 through 774 (also see DFARS clause 252.225-7048); and

(iv) Relevant regulations promulgated by the Office of Foreign Assets Control of the Department of the Treasury. Sanction information for specific countries and programs is available at https://ofac.treasury.gov/sanctions-programs-and-country-information.

(2) The Offeror shall contact the Department of State regarding ITAR compliance and the Department of Commerce regarding EAR compliance.

(d) Reporting requirement. The Offeror shall, prior to contract award, promptly report to the Contracting Officer any instance of unsupported denial of access to a facility or equipment by a host-nation government that may prevent it from complying with the terms and conditions of the solicitation.

(End of provision)

252.225-7985	Preference for Products or Services from the African Host Nation-Djibouti (DEVIATION 2017-O0009)	2017-09	Deviation 2017-O0009	2017-09

PREFERENCE FOR PRODUCTS OR SERVICES FROM THE AFRICAN HOST NATION–DJIBOUTI (SEP 2017) (DEVIATION 2017-O0009)

(a) Definitions. “African host nation” and “products or services from the African host nation-Djibouti,” as used in this provision, are defined in the clause of this solicitation entitled “Requirement for Products or Services from the African Host Nation-Djibouti” (252.225-7986) (DEVIATION 2017-O0009).

(b) Representation. By submission of its offer, the Offeror represents that all products or services to be delivered under a contract resulting from this solicitation are products or services from the African host nation-Djibouti, unless, in its offer, the Offeror specifies that it will provide products or services other than products or services from the African host nation-Djibouti.

(c) Other products or services. Offerors that include products or services in their offer that are

not products or services from the African host nation-Djibouti shall identify in the offer the solicitation line item number and the country of origin for the product or service that is not a product or service from the African host nation-Djibouti, unless the product is listed in paragraph (c)(2) of the provision entitled “Trade Agreements Certificate,” if included in this solicitation.

(d) Evaluation. For the purpose of evaluating competitive offers, the Contracting Officer will increase by [Contracting Officer to specify percent in accordance with the USAFRICOM Commander's policy and contracting activity procedures____] percent the prices of offers of products or services that are not products or services from the African host nation-Djibouti.

(End of provision)

252.227-7992	Identification and Assertion of Use, Release, or Disclosure Restrictions. (DEVIATION 2026-O0036)	2026-02	Deviation 2026-O0036	2026-02

IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (DEVIATION 2026-O0036) (FEB 2026)

(a) Definitions. As used in this provision--

"Computer software" is defined in--

(1) The 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services; or

(2) If this solicitation contemplates a contract under the Small Business Innovation Research Program or Small Business Technology Transfer Program, the 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program, clause of this solicitation.

"SBIR/STTR data" is defined in the 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small

Business Technology Transfer Program, clause of this solicitation.

"Technical data" is defined in--

(1) The 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services, clause of this solicitation; or

(2) If this solicitation contemplates a contract under the Small Business Innovation Research Program or Small Business Technology Transfer Program, the 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program, clause of this solicitation.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software the Contractor must deliver with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research (SBIR) Program or Small Business Technology Transfer Program (STTR) Program, these requirements apply to SBIR/STTR data that will be generated under the resulting contract and will be delivered with SBIR/STTR data rights and to any other data that will be delivered with other than unlimited rights. Notification and identification are not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government’s Use, Release, or Disclosure of Technical Data or Computer Software

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical data or computer software to be delivered	Basis for	Asserted rights	Name of person asserting

with restrictions1 (LIST)5	assertion2 (LIST)	category3 (LIST)	restrictions4 (LIST)
____	____	____	____

1 For technical data (other than computer software documentation) related to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

2 Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data relate. The Government’s rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

3 Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR/STTR data generated under a contract resulting from this solicitation or under another contract, limited, restricted, or government purpose rights under a contract resulting from this solicitation or under a prior contract, or specially negotiated licenses).

4 Corporation, individual, or other person, as appropriate.

5 Enter “none” when all data or software will be submitted without restrictions.

Date ____

Printed Name and Title ____

Signature ____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program. (DEVIATION 2026-O0036)	2026-O0036

RIGHTS IN OTHER THAN COMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE-- SMALL BUSINESS INNOVATION RESEARCH PROGRAM AND SMALL BUSINESS TECHNOLOGY TRANSFER PROGRAM (DEVIATION 2026-O0036) (FEB 2026)

(a) Definitions. As used in this clause--

"Commercial computer software" means software developed or regularly used for nongovernmental purposes which--

(1) Has been sold, leased, or licensed to the public;

(2) Has been offered for sale, lease, or license to the public;

(3) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or

(4) Satisfies a criterion expressed in paragraph (1), (2), or (3) of this definition and would require only minor modification to meet the requirements of this contract.

"Computer database" means a collection of recorded data in a form capable of being processed by a computer. The term does not include computer software.

"Computer program" means a set of instructions, rules, or routines, recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

"Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, re-created, or recompiled. Computer software does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Covered Government support contractor" means a contractor (other than a litigation support contractor covered by 252.204-7014) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor--

(1) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(2) Receives access to the technical data or computer software for performance of a Government contract that contains the clause at 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

"Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

"Developed" means--

(1) (Applicable to technical data other than computer software documentation.) An item, component, or process, exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component or process be actually reduced to practice within the meaning of Title 35 of the United States Code;

(2) A computer program has been successfully operated in a computer and tested to the extent

sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(3) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

(4) Computer software documentation the Contractor must deliver under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

"Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(1) Private expense determinations should be made at the lowest practicable level.

(2) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

"Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.

"Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

"Form, fit, and function data" means technical data that describe the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

"Generated" means, with respect to technical data or computer software, first created in the performance of this contract.

"Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international

organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software for commercial purposes or authorize others to do so.

"Government purpose rights" means the rights to--

(1) Use, modify, reproduce, release, perform, display, or disclose technical data or computer software within the Government without restriction; and

(2) Release or disclose technical data or computer software outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States Government purposes.

"Limited rights" means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if--

(1) The reproduction, release, disclosure, or use is--

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure to--

(A) A covered Government support contractor in performance of its covered Government support contracts for use, modification, reproduction, performance, display, or release or disclosure to a person authorized to receive limited rights technical data; or

(B) A foreign government, of technical data other than detailed manufacturing or process data, when use of such data by the foreign government is in the interest of the Government and is required for evaluational or informational purposes;

(2) The recipient of the technical data is subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(3) The contractor or subcontractor asserting the restriction is notified of such reproduction,

release, disclosure, or use.

"Minor modification" means a modification that does not significantly alter the nongovernmental function or purpose of computer software or is of the type customarily provided in the commercial marketplace.

"Other than commercial computer software" means software that does not qualify as commercial computer software under the definition of "commercial computer software" of this clause.

"Restricted rights" apply only to other than commercial computer software and mean the Government's rights to--

(1) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

(2) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;

(3) Make a reasonable number of copies of the computer software required for the purposes of safekeeping (archive), backup, modification, or other activities authorized in paragraphs (1), (2), (4) and (5) of this definition;

(4) Modify computer software provided that the Government may--

(i) Use the modified software only as provided in paragraphs (1) and (3) of this definition; and

(ii) Not release or disclose the modified software except as provided in paragraphs (2) and (5) of this clause;

(5) Use, modify, reproduce, perform, display, or release or disclose the computer software, and permit contractors, subcontractors, or covered Government support contractors to do so, for purposes set forth in subparagraph (i) of this paragraph, subject to the conditions set forth in subparagraphs (ii) of this paragraph:

(i)(A) In performance of service contracts (see FAR 37.101), to diagnose and correct

deficiencies, to modify the software to enable a computer program to be combined with, adapted to, or merged with other computer programs, or when necessary to respond to urgent tactical situations, provided that the Government notifies the party which has granted restricted rights that any such release or disclosure to particular contractors or subcontractors was made;

(B) To perform emergency repairs or overhaul of items or components procured under this or a related contract, when necessary to perform such repairs or overhaul; or

(C) For the management and oversight of a program or effort by a person authorized to receive restricted rights computer software, including in the performance of covered Government support contracts.

(ii)(A) Any contractor, subcontractor, or covered Government support contractor receiving access to the software for the purposes of subparagraphs (i), (ii), or (iii) of this paragraph shall be subject to the use and nondisclosure agreement at 227.7103-7 or be performing a Government contract that contains the clause at 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(B) The Government must not permit any recipient of the software under this paragraph to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (4) of this definition, for any other purpose; and

(C) Any use, modification, reproduction, performance, display, release, or disclosure of the computer software under this paragraph remains subject to the limitations in paragraphs (1) through (4) of this definition.

"Small Business Innovation Research/Small Business Technology Transfer (SBIR/STTR) data" means all technical data or computer software developed or generated in the performance of a phase I, II, or III SBIR/STTR contract or subcontract.

"SBIR/STTR data protection period" means the time period during which the Government is obligated to protect SBIR/STTR data against unauthorized use and disclosure in accordance with SBIR/STTR data rights. The SBIR/STTR data protection period begins on the date of award of the contract under which the SBIR/STTR data are developed or generated and ends 20 years after that date unless, after the award, the agency and the Contractor negotiate for some other protection period for the SBIR/STTR data developed or generated under that contract.

"SBIR/STTR data rights" means the Government's rights, during the SBIR/STTR data protection period, in SBIR/STTR data covered by paragraph (c)(5) of this clause, as follows:

(1) Limited rights in such SBIR/STTR technical data; and

(2) Restricted rights in such SBIR/STTR computer software.

"Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or financial, administrative, cost or pricing, or management information, or information incidental to contract administration.

"Unlimited rights" means rights to use, modify, reproduce, release, perform, display, or disclose, technical data or computer software in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

(b) Applicability. This clause governs all SBIR/STTR data. For any data that are not SBIR /STTR data--

(1) The clause at Defense Federal Acquisition Regulation Supplement (DFARS) 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services, governs the technical data related to other than commercial products and commercial services or to any portion of a commercial product or commercial service that was developed in any part at Government expense, and the clause at DFARS 252.227-7990, Technical Data--Commercial Products and Commercial Services, governs the technical data related to any portion of a commercial product or commercial service that was developed exclusively at private expense;

(2) The clause at DFARS 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services, governs other than commercial computer software and other than commercial computer software documentation; and

(3) A license consistent with DFARS 227.7202 governs commercial computer software and commercial computer software documentation.

(c) Rights in technical data and computer software. The Contractor grants or shall obtain for the Government the following royalty-free, worldwide, nonexclusive, irrevocable license rights in technical data or other than commercial computer software. The Contractor retains all rights not

granted to the Government.

(1) Unlimited rights. The Government shall have unlimited rights in technical data or computer software, including such data generated under this contract, that are--

(i) Form, fit, and function data;

(ii) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(iii) Corrections or changes to Government-furnished technical data or computer software;

(iv) Otherwise publicly available or have been released or disclosed by the Contractor or a subcontractor without restrictions on further use, release, or disclosure other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data or computer software to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(v) Technical data or computer software in which the Government has acquired previously unlimited rights under another Government contract or as a result of negotiations;

(vi) Technical data or computer software furnished to the Government, under this or any other Government contract or subcontract thereunder, with license rights for which all restrictive conditions on the Government have expired; and

(vii) Computer software documentation generated or the Contractor must deliver under this contract.

(2) Government purpose rights.

(i) The Government shall have government purpose rights for the period specified in paragraph (c)(2)(ii) of this clause in data that are--

(A) Not SBIR/STTR data, and are--

(1) Technical data related to items, components, or processes developed with mixed funding, or are computer software developed with mixed funding, except when the Government is entitled to unlimited rights in such data as provided in paragraph (c)(1) of this clause;

(2) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes; or

(B) SBIR/STTR data, upon expiration of the SBIR/STTR data protection period.

(ii)(A) For the non-SBIR/STTR data described in paragraph (c)(2)(i)(A) of this clause, the Government shall have government purpose rights for a period of 5 years, or such other period as may be negotiated. This period shall commence upon award of the contract, subcontract, letter contract (or similar contractual instrument), or contract modification (including a modification to exercise an option) that required development of the items, components, or processes, or creation of the data described in paragraph (c)(2)(i)(A)(2) of this clause. Upon expiration of the 5-year or other negotiated period, the Government shall have unlimited rights in the data.

(B) For the SBIR/STTR data described in paragraph (c)(2)(i)(B) of this clause, the Government shall have government purpose rights perpetually. This Government purpose rights period commences upon the expiration of the SBIR/STTR data protection period.

(iii) The Government shall not release or disclose data in which it has government purpose rights unless--

(A) Prior to release or disclosure, the intended recipient is subject to the nondisclosure agreement at DFARS 227.7103-7; or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights marking prescribed in paragraph (g)(3) of this clause.

(3) Limited rights. The Government shall have limited rights in technical data that were not generated under this contract, are related to items, components, or processes developed exclusively at private expense, and are marked, in accordance with the marking instructions in paragraph (g)(1) of this clause, with the legend prescribed in paragraph (g)(4) of this clause.

(4) Restricted rights in computer software. The Government shall have restricted rights in other

than commercial computer software the Contractor must deliver or otherwise furnished to the Government under this contract that was developed exclusively at private expense and was not generated under this contract.

(5) SBIR/STTR data rights. Except for technical data, including computer software documentation, or computer software in which the Government has unlimited rights under paragraph (c)(1) of this clause, the Government shall have SBIR/STTR data rights, during the SBIR/STTR data protection period of this contract, in all SBIR/STTR data developed or generated under this contract. This protection period is not extended by any subsequent SBIR /STTR contracts under which any portion of that SBIR/STTR data is used or delivered. The SBIR/STTR data protection period of any such subsequent SBIR/STTR contract applies only to the SBIR/STTR data that are developed or generated under that subsequent contract. The SBIR /STTR data protection period is governed by the version of this clause that is incorporated in the contract under which the SBIR/STTR data are developed or generated. If the SBIR/STTR data were developed or generated under a contract that included a previous version of this clause, then the SBIR/STTR data protection period is governed by that previous version of this clause.

(6) Specifically negotiated license rights. After contract award, the standard license rights granted to the Government under paragraphs (c)(1) through (5) of this clause may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in technical data, including computer software documentation, than are enumerated in the definition of "limited rights" of this clause or lesser rights in computer software than are enumerated in the definition of "restricted rights" of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(7) Prior government rights. Technical data, including computer software documentation, or computer software that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the preexisting rights, unless--

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, release, perform, display, or disclose the technical data or computer software have expired or no longer apply.

(8) Release from liability. The Contractor agrees to release the Government from liability for any authorized release or disclosure of technical data or computer software made in accordance with this clause or any negotiated license agreement. This release from liability for

the Government also applies to releases or disclosures made by a third party who received the data or software from an authorized recipient. For any unauthorized use or disclosure by such third parties of technical data or computer software marked with restrictive legends, the Contractor agrees to seek relief solely from that party.

(9) Covered Government support contractors. The Contractor acknowledges that--

(i) The Government is authorized to release or disclose limited rights technical data and restricted rights computer software to covered Government support contractors;

(ii) The Government will notify the Contractor of such release or disclosure;

(iii) The Contractor or the party asserting restrictions in a restrictive legend may--

(A) Require each such covered Government support contractor to enter into a nondisclosure agreement directly with the Contractor or the party asserting restrictions regarding the use of the data or software; or

(B) Waive in writing the requirement for a nondisclosure agreement; and

(iv) Any such nondisclosure agreement shall address the restrictions on the covered Government support contractor's use of the data or software as set forth in the clause at DFARS 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The nondisclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the nondisclosure agreement.

(d) Rights in derivative computer software or computer software documentation. The Government shall retain its rights in the unchanged portions of any computer software or computer software documentation delivered under this contract that the Contractor uses to prepare, or includes in, derivative software or documentation.

(e) Third party copyrighted technical data and computer software. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted technical data, including computer software documentation, or computer software in the data or software the Contractor must deliver under this contract unless the Contractor is the copyright owner or has obtained license rights for the Government of the appropriate scope set forth in paragraph (c) of this clause and, prior to delivery of such--

(1) Technical data, has affixed to the transmittal document a statement of the license rights obtained; or

(2) Computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer.

(f) Identification and delivery of technical data or computer software to be delivered with restrictions on use, release, or disclosure. (1) This paragraph does not apply to to restrictions based solely on copyright.

(2) Except as provided in paragraph (f)(3) of this clause, technical data or computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure is identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any technical data or computer software with restrictive markings unless the technical data or computer software are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the technical data or computer software, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical data or computer software to be furnished with restrictions1 (LIST)	Basis for assertion2 (LIST)	Asserted rights category3 (LIST)	Name of person asserting restrictions4 (LIST)
____	____	____	____

1 If the assertion is applicable to items, components or processes developed at private expense, identify both the data and each such item, component, or process.

2 Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government’s rights to use, release, or disclose technical data or computer software. Indicate whether development was exclusively or partially

at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

3 Enter asserted rights category (e.g., limited rights, restricted rights, or government purpose rights from a prior contract, SBIR/STTR data rights under this or another contract, or specifically negotiated licenses).

4 Corporation, individual, or other person, as appropriate.

Date ____

Printed Name and Title ____

Signature ____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertions, at a later date, in accordance with the procedures in the DFARS 252.227-7997, Validation of Asserted Restrictions, clause of this contract.

(g) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software the Contractor must deliver under this contract by marking the deliverable data or software subject to restriction. Except as provided in paragraph (g)(8) of this clause, only the following markings are authorized under this contract: the government purpose rights marking at paragraph (g)(3) of this clause; the limited rights legend at paragraph (g)(4) of this clause; the restricted rights legend at paragraph (g)(5) of this clause; the SBIR/STTR data rights legend at paragraph (g)(6) of this clause; or the special license rights legend at paragraph (g)(7) of this clause; and a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend to all technical data and computer software that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data or computer software for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data or computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might

be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of technical data, computer software, or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Omitted markings. (i) Technical data, computer software, or computer software documentation delivered or otherwise provided under this contract without restrictive markings shall be presumed to have been delivered with unlimited rights. To the extent practicable, if the Contractor has requested permission (see paragraph (g)(2)(ii) of this clause) to correct an inadvertent omission of markings, the Contracting Officer will not release or disclose the technical data, software, or documentation pending evaluation of the request.

(ii) The Contractor may request permission to have conforming and justified restrictive markings placed on unmarked technical data, computer software, or computer software documentation at its expense. The request must be received by the Contracting Officer within 6 months following the furnishing or delivery of such technical data, software, or documentation, or any extension of that time approved by the Contracting Officer. The Contractor shall--

(A) Identify the technical data, software, or documentation that should have been marked;

(B) Demonstrate that the omission of the marking was inadvertent, the proposed marking is justified and conforms with the requirements for the marking of technical data, computer software, or computer software documentation contained in this clause; and

(C) Acknowledge, in writing, that the Government has no liability with respect to any disclosure, reproduction, or use of the technical data, software, or documentation made prior to the addition of the marking or resulting from the omission of the marking.

(3) Government purpose rights markings. Technical data or computer software delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract Number ____
Contractor Name ____
Contractor Address ____
Expiration Date ____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data or computer software are restricted by the government purpose rights license in the DFARS 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program, clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or computer software or portions thereof marked with this restrictive marking must also reproduce the markings.

(End of legend)

(4) Limited rights markings. Technical data not generated under this contract that are related to items, components, or processes developed exclusively at private expense and delivered or otherwise furnished with limited rights shall be marked as follows:

LIMITED RIGHTS

Contract Number ____
Contractor Name ____
Contractor Address ____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by the limited rights license in the DFARS 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program, clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(END OF LEGEND)

(5) Restricted rights markings. Computer software delivered or otherwise furnished to the

Government with restricted rights shall be marked as follows:

RESTRICTED RIGHTS

Contract Number ____
Contractor Name ____
Contractor Address ____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by the restricted rights license in the DFARS 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program, clause contained in the above identified contract. Any reproduction of computer software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such software must promptly notify the above named Contractor.

(End of legend)

(6) SBIR/STTR data rights markings. Except for technical data or computer software in which the Government has acquired unlimited rights under paragraph (c)(1) of this clause or negotiated special license rights as provided in paragraph (c)(6) of this clause, technical data or computer software generated under this contract shall be marked as follows. The Contractor shall enter the expiration date for the SBIR/STTR data protection period on the legend:

SBIR/STTR DATA RIGHTS

Contract Number ____
Contractor Name ____
Contractor Address ____
Expiration of SBIR/STTR Data Protection Period ____
Expiration of the Government Purpose Rights Period ____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software marked with this legend are restricted during the period shown as provided in the SBIR/STTR data rights license in the DFARS 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program, clause contained in the above identified contract. After the SBIR/STTR data protection period expiration date shown above, the Government has perpetual government purpose rights as provided in the clause, unless otherwise indicated by the government purpose rights expiration date shown above. Any

reproduction of technical data, computer software, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(7) Special license rights markings. (i) Technical data or computer software in which the Government's rights stem from a specifically negotiated license shall be marked as follows:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this technical data or computer software are restricted by Contract Number [Insert contract number] ____, License Number [Insert license identifier] ____. Any reproduction of technical data, computer software, or portions thereof marked with this marking must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (c)(7) of this clause).

(8) Preexisting data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software, and those restrictions are still applicable, the Contractor may mark such data or software with the appropriate restrictive legend for which the data or software qualified under the prior contract or license. The Contractor shall follow the marking procedures in paragraph (g)(1) of this clause.

(h) Contractor procedures and records. Throughout performance of this contract, the Contractor, and its subcontractors or suppliers that will deliver technical data or computer software with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data or computer software delivered under this contract.

(i) Removal of unjustified and nonconforming markings. (1) Unjustified markings. The rights

and obligations of the parties regarding the validation of restrictive markings on technical data or computer software delivered or to be delivered under this contract are contained in the DFARS 252.227-7997, Validation of Asserted Restrictions, clause of this contract, respectively. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the applicable procedures of those clauses, a restrictive marking is determined to be unjustified.

(2) Nonconforming markings. A nonconforming marking is a marking placed on technical data or computer software delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the DFARS 252.227-7997, Validation of Asserted Restrictions, clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within 60 days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming markings.

(j) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(k) Limitation on charges for rights in technical data or computer software. (1) The Contractor shall not charge to this contract any cost, including but not limited to, license fees, royalties, or similar charges, for rights in technical data or computer software the Contractor must deliver under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the data or software; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (k)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor of supplier technical data or computer software, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data or computer software will be delivered.

(l) Subcontractors or suppliers. (1) The Contractor shall assure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 3771-3775, 10 U.S.C. 3781-3786, 15 U.S.C. 638 (j)(1)(B)(iii) and (v), and the identification, assertion, and delivery processes required by paragraph (f) of this clause are recognized and protected.

(2) Whenever any other than commercial technical data or computer software is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use the following clause(s) in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties:

(i) Except as provided in paragraph (l)(2)(ii) of this clause, use this clause to govern SBIR /STTR data.

(ii) For data that are not SBIR/STTR data--

(A) Use the clause at DFARS 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services, to govern the technical data related to other than commercial products or commercial services or to any portion of a commercial product or commercial service that was developed in any part at Government expense, and use the clause at DFARS 252.227-7990, Technical Data--Commercial Products and Commercial Services, to govern the technical data related to any portion of a commercial product or commercial service that was developed exclusively at private expense;

(B) Use the DFARS clause at 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services, to govern other than commercial computer software and computer software documentation; and

(C) Use the license under which the data are customarily provided to the public, in accordance with DFARS 227.7202, for commercial computer software and commercial computer software documentation.

(iii) No other clause shall be used to expand or reduce the Government's, the Contractor's, or a higher tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data or computer software.

(3) Technical data the Contractor must deliver by a subcontractor or supplier shall normally be delivered to the next higher tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for technical data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such technical data directly to the Government, rather than through a higher tier contractor, subcontractor, or supplier.

(4) The Contractor and higher tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data or computer software from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data or computer software as an excuse for failing to satisfy its contractual obligation to the Government.

(End of clause)

Section 00 72 00 - General Conditions

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.202-1	Definitions.	2020-06		
52.203-3	Gratuities.	1984-04		
52.203-5	Covenant Against Contingent Fees.	2014-05		
52.203-6	Restrictions on Subcontractor Sales to the Government.	2020-06		
52.203-7	Anti-Kickback Procedures.	2020-06		
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	2014-05		
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	2014-05		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	2020-06		
52.203-13	Contractor Code of Business Ethics and Conduct.	2021-11		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-10	Reporting Executive Compensation and First-Tier	2026-02		

	Subcontract Awards. (Deviation 2026-O0038)	
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02
52.204-19	Incorporation by Reference of Representations and Certifications.	2014-12
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	2026-02
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038)	2026-02
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02
52.210-1	Market Research. (Deviation 2026-O0038)	2026-02
52.214-18	Preparation of Bids-Construction.	1984-04
52.214-19	Contract Award-Sealed Bidding-Construction.	1996-08
52.214-26	Audit and Records-Sealed Bidding. (Deviation 2026-O0038)	2026-02
52.214-27	Price Reduction for Defective	2020-06

	Certified Cost or Pricing Data-Modifications-Sealed Bidding.	
52.214-28	Subcontractor Certified Cost or Pricing Data-Modifications-Sealed Bidding. (Deviation 2026-O0038)	2026-02
52.214-29	Order of Precedence-Sealed Bidding.	1986-01
52.219-8	Utilization of Small Business Concerns. (Deviation 2026-O0038)	2026-02
52.219-16	Liquidated Damages-Subcontracting Plan. (Deviation 2026-O0038)	2026-02
52.219-33	Nonmanufacturer Rule. (Deviation 2026-O0038)	2026-02
52.222-4	Contract Work Hours and Safety Standards-Overtime Compensation. (Deviation 2026-O0038)	2026-02
52.222-6	Construction Wage Rate Requirements. (Deviation 2026-O0038)	2026-02
52.222-8	Payrolls and Basic Records. (Deviation 2026-O0038)	2026-02
52.222-9	Apprentices and Trainees. (Deviation 2026-O0038)	2026-02
52.222-10	Compliance with Copeland Act Requirements. (Deviation 2026-O0038)	2026-02

52.222-11	Subcontracts (Labor Standards). (Deviation 2026-O0038)	2026-02
52.222-12	Contract Termination-Debarment.	2014-05
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations.	2014-05
52.222-14	Disputes Concerning Labor Standards. (Deviation 2026-O0038)	2026-02
52.222-15	Certification of Eligibility.	2014-05
52.222-30	Construction Wage Rate Requirements-Price Adjustment (None or Separately Specified Method).	2018-08
52.222-35	Equal Opportunity for Veterans. (Deviation 2026-O0038)	2026-02
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	2026-02
52.222-37	Employment Reports on Veterans. (Deviation 2026-O0038)	2026-02
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038)	2026-02
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02

52.222-54	Employment Eligibility Verification. (Deviation 2026-O0038)	2026-02
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026. (Deviation 2026-O0038)	2026-02
52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038)	2026-02
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	2026-04
52.223-23	Sustainable Products. (Deviation 2026-O0038)	2026-02
52.226-7	Drug-Free Workplace.	2024-05
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05
52.228-2	Additional Bond Security.	1997-10
52.228-11	Individual Surety-Pledge of Assets.	2021-02
52.228-12	Prospective Subcontractor Requests for Bonds.	2022-12
52.228-14	Irrevocable Letter of Credit.	2014-11
52.228-15	Performance and Payment Bonds-Construction.	2020-06
52.228-17	Individual Surety-Pledge of	2021-02

	Assets (Bid Guarantee).	
52.229-3	Federal, State, and Local Taxes.	2013-02
52.232-8	Discounts for Prompt Payment.	2002-02
52.232-15	Progress Payments Not Included.	1984-04
52.232-17	Interest.	2014-05
52.232-23	Assignment of Claims.	2014-05
52.232-27	Prompt Payment for Construction Contracts.	2017-01
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10
52.232-39	Unenforceability of Unauthorized Obligations.	2013-06
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03
52.233-1	Disputes. (Deviation 2026-O0038)	2026-02
52.233-3	Protest after Award. (Deviation 2026-O0038)	2026-02
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02
52.236-2	Differing Site Conditions. (Deviation 2026-O0038)	2026-02
52.236-3	Site Investigation and Conditions	2026-02

	Affecting the Work. (Deviation 2026-O0038)	
52.236-5	Material and Workmanship. (Deviation 2026-O0038)	2026-02
52.236-6	Superintendence by the Contractor. (Deviation 2026-O0038)	2026-02
52.236-7	Permits and Responsibilities. (Deviation 2026-O0038)	2026-02
52.236-8	Other Contracts. (Deviation 2026-O0038)	2026-02
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (Deviation 2026-O0038)	2026-02
52.236-10	Operations and Storage Areas. (Deviation 2026-O0038)	2026-02
52.236-11	Use and Possession Prior to Completion. (Deviation 2026-O0038)	2026-02
52.236-12	Cleaning Up. (Deviation 2026-O0038)	2026-02
52.236-13	Accident Prevention. (Deviation 2026-O0038)	2026-02
52.236-21	Specifications and Drawings for Construction. (Deviation 2026-O0038)	2026-02
52.242-5	Payments to Small Business Subcontractors.	2017-01

52.242-13	Bankruptcy.	1995-07
52.242-14	Suspension of Work.	1984-04
52.243-4	Changes. (Deviation 2026-O0038)	2026-02
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-04
52.246-12	Inspection of Construction.	1996-08
52.249-2	Termination for Convenience of the Government (Fixed-Price).	2012-04
52.249-4	Termination for Convenience of the Government (Services) (Short Form).	1984-04
52.249-10	Default (Fixed-Price Construction).	1984-04

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	1991-12		
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-	2023-01		

	Contract-Related Felonies.			
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.203-7003	Agency Office of the Inspector General.	2019-08		
252.203-7004	Display of Hotline Posters.	2023-01		
252.204-7003	Control of Government Personnel Work Product.	1992-04		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01		
252.205-7000	Provision of Information to Cooperative Agreement Holders.	2024-10		
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	2019-05		
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements.	2023-01		
252.223-7008	Prohibition of Hexavalent Chromium.	2023-01		
252.223-7998	Prohibition on Procurement of Certain Items Containing Perfluorooctane Sulfonate or Perfluorooctanoic Acid. (Deviation 2022-O0010)	2023-04	Deviation 2022-O0010	2023-04

252.225-7012	Preference for Certain Domestic Commodities.	2022-04		
252.225-7048	Export-Controlled Items.	2013-06		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01		
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	2023-01		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	2023-06		
252.225-7975	Additional Access to Contractor and Subcontractor Records. (DEVIATION 2024-O0003)	2023-12	Deviation 2024-O0003	2023-12
252.225-7976	Contractor Personnel Performing in Japan (DEVIATION 2018-O0019)	2018-08	Deviation 2018-O0019	2018-08
252.225-7977	Acquisition Restricted to Products or Service from the African Host Nation-Djibouti (Deviation 2017-O0009)	2017-09	Deviation 2017-O0009	2017-09
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	2023-01		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12		

252.232-7010	Levies on Contract Payments.	2006-12
252.236-7000	Modification Proposals--Price Breakdown.	1991-12
252.236-7008	Contract Prices--Bidding Schedules.	1991-12
252.243-7001	Pricing of Contract Modifications.	1991-12
252.243-7002	Requests for Equitable Adjustment.	2022-12
252.247-7023	Transportation of Supplies by Sea.	2024-10
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	2023-11

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.211-12	Liquidated Damages-Construction.	2000-09		

Liquidated Damages-Construction (Sept 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 $5,385.00 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)

52.219-4	Notice of Price Evaluation	2026-02

	Preference for HUBZone Small Business Concerns. (Deviation 2026-O0038)	

Notice of Price Evaluation preference for HUBZone Small Business Concerns (Feb 2026) (Deviation 2026-O0038)

(a) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(b) Waiver of evaluation preference. A HUBZone small business concern may choose to waive the evaluation preference. If the concern waives the preference, the factor will be added to its offer for evaluation purposes.

[ ] Offeror chooses to waive the evaluation preference.

(c) Joint venture. A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small business parties to the joint venture must be more than administrative functions.

(End of provision)

52.219-28	Postaward Small Business Program Rerepresentation. (Deviation 2026-O0038)	2026-02

Postaward Small Business Program Rerepresentation (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern-

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document/support--table-size-standards.

(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have

a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it [ ] is, [ ] is not a small business concern under ____NAICS Code assigned to ____contract number.

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

(4) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __ .]

(5) Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program. The Contractor represents that it [ ] is, [ ] is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

(6) HUBZone joint venture eligible under the HUBZone Program.[Complete only if the offeror is a HUBZone small business concern.] The offeror represents, as part of its offer, that It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern. [____Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

52.225-11	Buy American-Construction Materials under Trade Agreements. (Deviation 2026-O0038)	2026-02

Buy American-Construction Materials under Trade Agreements (Feb 2026) (Deviation 2026-O0038)

(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.

Commercially available off-the-shelf (COTS) item-

(1) Means any item of supply (including construction material) that is-

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

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.

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, 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, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

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

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, 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) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

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

(ii) A construction material manufactured in the United States, if-

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

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

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

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.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

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 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C.1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction material, excluding COTS fasteners. In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American 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 information technology that is a commercial product or 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.

(A) *For domestic construction material that is not a critical item or does not contain critical components*.

(1) The cost of a particular domestic construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(2) [Reserved]

(3) [Reserved]

(B) *For domestic construction material that is a critical item or contains critical components*.

(1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.

(2) [Reserved]

(3) [Reserved]

(ii) The application of the restriction of the Buy American statute 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 statute.

(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 statute 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 statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(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)*
Item 1:			
Foreign construction material.	———	———	———
Domestic construction material.	———	———	———
Item 2:			
Foreign construction material.	———	———	———
Domestic construction material.	———	———	———

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

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

[*Include other applicable supporting information.*]

(End of clause)

52.229-11	Tax on Certain Foreign Procurements-Notice and Representation.	2020-06

Tax on Certain Foreign Procurements-Notice and Representation (Jun 2020)

(a) Definitions. As used in this provision-

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area of the United States.

United States person as defined in 26 U.S.C. 7701(a)(30) means

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if-

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror may claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting

Party Receiving Federal Procurement Payments, available at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that

(1) It [ ] is [ ] is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that-I am claiming on the IRS Form W-14 [ ] a full exemption, or [ ] partial or no exemption [Offeror must select one] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then-

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the IRS as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of provision)

52.232-5	Payments under Fixed-Price Construction Contracts.	2014-05

Payments under Fixed-Price Construction Contracts (May 2014)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if-

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall

furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that-

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

____ (Name)

____ (Title)

____ (Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall-

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until-

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as-

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after-

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of1940 (31 U.S.C.3727 and 41 U.S.C. 6305).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under paragraph (d)(2) of this clause shall be-

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(End of clause)

52.232-32 Performance-Based Payments. 2012-04

Performance-Based Payments (Apr 2012)

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests

for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the ____[Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (a) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be

liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's-

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not-

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract

and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall-

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause-

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that-

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on ____), all payments to subcontractors and suppliers under

this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on ____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated ____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

52.236-15	Schedules for Construction Contracts. (Deviation 2026-O0038)	2026-02

Schedules for Construction Contracts (Feb 2026) (Deviation 2026-O0038)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind

the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

52.236-17	Layout of Work. (Deviation 2026-O0038)	2026-02

Layout of Work (Feb 2026) (Deviation 2026-O0038)

(a) The Contractor shall lay out its work from Government-established base lines and benchmarks provided on the drawings.

(b) The Contractor shall be responsible for all measurements in connection with the layout.

(c) The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required for the layout.

(d) The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer.

(e)

(1) The Contractor shall be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them.

(2) If such marks are destroyed by the Contractor, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

(End of clause)

NOTE: For clarification purposes, the term "baselines and benchmarks" shall refer to "centerline and gage(s)" to be used in this contract for horizontal and vertical control respectively. Temporary gages may be established from the Government control as deemed necessary for vertical control.

52.248-3 Value Engineering-Construction. 2025-10

Value Engineering-Construction (Oct 2025)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) of this clause.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

Collateral savings, as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

Contractor's development and implementation costs, as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

Government costs, as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

Instant contract savings, as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) of this clause).

Value engineering change proposal (VECP) means a proposal that-

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change-

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in paragraphs (c)(1) through (7) of this clause. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) of this clause.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing-

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by-

(i) 45 percent for fixed-price contracts; or

(ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to-

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or $100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of $90,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) of this clause, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering-Construction clause of contract ____, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.252-2	Clauses Incorporated by Reference.	1998-02

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):

https://www.acquisition.gov/

(End of clause)

52.252-4	Alterations in Contract.	1984-04

Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

____ ____ ____

(End of clause)

52.252-6	Authorized Deviations in Clauses.	2020-11

Authorized Deviations in Clauses (Nov 2020)

(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 (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.232-7012	Performance-Based Payments-Whole-Contract Basis.	2022-12		

PERFORMANCE-BASED PAYMENTS-WHOLE-CONTRACT BASIS (DEC 2022)

(a) Performance-based payments shall form the basis for the contract financing payments provided under this contract, and shall apply to the whole contract. The performance-based payments schedule (Contract Attachment ____) describes the basis for payment, to include identification of the individual payment events, evidence of completion, and amount of payment due upon completion of each event.

(b) In accordance with 10 U.S.C. 3802(c), the Contractor's financial statements shall be in compliance with Generally Accepted Accounting Principles in order to receive performance-based payments.

(c)(1) The Contractor shall, in addition to providing the information required by FAR 52.232-32, submit information for all payment requests using the following format:

Current performance-based payment(s) event(s) addressed by this request:

Contractor shall identify-	Amount	Totals
(1a) Negotiated value of all previously completed performance-based payment(s) event(s);	____	____
(1b) Negotiated value of the current performance-based payment(s) event (s);	____	____
(1c) Cumulative negotiated value of performance-based payment(s) events completed to date (1a) + (1b); and	____	____
(2) Total costs incurred to date.	____	____

(2) Incurred cost is determined by the Contractor's accounting books and records, to which the Contractor shall provide access upon request of the Contracting Officer. An acceptable accounting system in accordance with DFARS 252.242-7006 is not required for reporting of incurred costs under this clause. If the Contractor's accounting system is not capable of tracking costs on a job order basis, the Contractor shall provide a realistic approximation of the allocation of incurred costs attributable to this contract in accordance with the Contractor's accounting system. FAR 52.232-32(m) does not require certification of incurred costs.

(d) Security for financing.

(1) Title to the property described in paragraph (f) of the clause at FAR 52.232-32, Performance-Based Payments, is the preferred security for receipt of performance-based payments.

(2)(i) If the Contractor's accounting system is not capable of identifying and tracking through the build cycle the property that is allocable and properly chargeable to this contract, the Contracting Officer may consider acceptance of one or a combination of the following alternative forms of security sufficient to constitute adequate security for the performance-based payments and so specify in the contract, consistent with FAR 32.202-4:

(A) A paramount lien on assets.

(B) An irrevocable letter of credit from a federally insured financial institution.

(C) A bond from a surety, acceptable in accordance with FAR part 28.

(D) A guarantee of repayment from a person or corporation of demonstrated liquid net worth,

connected by significant ownership interest to the Contractor.

(E) Title to identified Contractor assets of adequate worth.

(ii) Paragraph (f) of the clause at FAR 52.232-32 does not apply to the extent that the Contractor and the Contracting Officer agree on alternative forms of security. In the event the Contractor fails to provide adequate security, as required in this contract, no financing payment will be made under this contract. Upon receipt of adequate security, financing payments will be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the provisions for contract financing. If at any time the Contracting Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided and suspend further payments to the Contractor; and the Contractor shall repay to the Government the amount of unliquidated financing payments as the Contracting Officer at his sole discretion deems repayable.

(End of clause)

252.236-7001	Contract Drawings and Specifications.	2000-08

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:

Title	File	Drawing No.
Freshwater Bayou to Gulf Freshwater Bayou Maintenance Dredging, #26-1 Vermilion Parish, Louisiana	H-16-48828	G-01 thru G-02 C-01 thru C-04

(End of clause)

252.236-7002 Obstruction of Navigable Waterways. 1991-12

OBSTRUCTION OF NAVIGABLE WATERWAYS (DEC 1991)

(a) The Contractor shall:

(1) Promptly recover and remove any material, plant, machinery, or appliance which the Contractor loses, dumps, throws overboard, sinks, or misplaces, and which, in the opinion of the Contracting Officer, may be dangerous to or obstruct navigation;

(2) Give immediate notice, with description and locations of any such obstructions, to the Contracting Officer; and

(3) When required by the Contracting Officer, mark or buoy such obstructions until the same are removed.

(b) The Contracting Officer may:

(1) Remove the obstructions by contract or otherwise should the Contractor refuse, neglect, or delay compliance with paragraph (a) of this clause; and

(2) Deduct the cost of removal from any monies due or to become due to the Contractor; or

(3) Recover the cost of removal under the Contractor's bond.

(c) The Contractor's liability for the removal of a vessel wrecked or sunk without fault or negligence is limited to that provided in Sections 15, 19, and 20 of the River and Harbor Act of March 3, 1899 (33 U.S.C.410 et.seq.).

252.236-7004	Payment for Mobilization and Demobilization.	1991-12

PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DEC 1991)

(a) The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at the contract lump sum price for this item.

(1) Sixty percent (60%) of the lump sum price upon completion of the contractor's mobilization at the work site.

(2) The remaining forty percent (40%) upon completion of demobilization.

(b) The Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid if the Contracting Officer believes that the percentages in paragraphs (a)(1) and (2) of this clause do not bear a reasonable relation to the cost of the work in this contract.

(1) Failure to justify such price to the satisfaction of the Contracting Officer will result in payment, as determined by the Contracting Officer, of-

(i) Actual mobilization costs at completion of mobilization;

(ii) Actual demobilization costs at completion of demobilization; and

(iii) The remainder of this item in the final payment under this contract.

(2) The Contracting Officer's determination of the actual costs in paragraph (b)(1)of this clause is not subject to appeal.

(End of clause)

Special Contract Requirements:
1) FAR provision 52.229-11 and FAR clause 52.229-12

FAR provision 52.229-11 and FAR clause 52.229-12 are included in this solicitation. This provision and clause concern the imposition of a 2 percent Federal excise tax withholding on any resultant contract award or payment request. This rule applies to Federal Government contracts for goods or services that are awarded to foreign persons – such as foreign contractors. It implements the Department of the Treasury's final regulations published in the Federal Register at 81 FR 55133 on August 18, 2016, under section 5000C of the Internal Revenue Code relating to the 2 percent tax on payments made by the U.S. Government to foreign persons pursuant to certain contracts.

Pursuant to the FAR 52.229-3 Federal, State, and Local Taxes, taxes imposed under 26 U.S.C. 5000 C may not be included in the contract price or reimbursed.

Exemptions from this excise tax must be claimed by an Offeror when it submits, with its offer, a U.S. Department of Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs.gov/W14. If not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent on each contract payment. Failure to submit an IRS Form W-14 with each payment request will also result in an automatic withholding of 2 percent from the payment request.

When filling out the IRS Form W-14 the following information may be used to complete Part I, Lines 6 and 7.

Line 6 Contract/reference number: *W912P826BA016*
Line 7 "Name and address of the acquiring agency": *USACE, New Orleans District*

Any exemption claimed and self-certified is subject to audit by the IRS. Any disputes concerning this tax are adjudicated by the IRS because the Section 5000C tax is a tax matter not a contract issue.

Offerors are encouraged to seek guidance from their own tax professionals for advice concerning the provision, clause, and exclusions exclusion/submission of IRS Form W-14. Additional information is also available at:

Notwithstanding the above, the USACE does not have a means of withholding this excise tax at this time. As a result, contractors are expected to comply with the instructions above and to properly complete and return the W-14 at proposal submission, and with each pay application. The amount due for each withholding will be confirmed by USACE, BUT WILL NOT BE WITHHELD. It is the contractor's responsibility to set aside, or remit to the IRS, the amount confirmed by USACE. Whether the contractor sets the money aside for future payment to the IRS, or makes payment to the IRS, is the contractor's discretion, based on its analysis of the regulations regarding the excise tax. In the event that USACE is able to withhold during contract performance, it will notify the contractor and make such a withholding (including any catch up withholdings); no advance notice is required to the contractor prior to the withholding. Under no circumstances is USACE liable for any tax not paid by the contractor. The contractor is liable for the tax, to the extent required by law, regardless of whether USACE makes a withholding.

FAR 29.204 expressly states that “[a]gencies merely withhold the tax (section 5000C tax) for the Internal Revenue Service (IRS). All substantive issues regarding the underlying section 5000C tax, e.g., the imposition of, and exemption from the tax, are matters under the jurisdiction of the IRS.” Therefore, we cannot help you determine how the tax law applies to you. We strongly recommend that you contact the IRS and/or a tax professional should you have any questions of this nature. To be clear, this information does not constitute tax advice or a representation of your tax liability. Furnishing this information does not create liability for the USACE for any Federal, state, or local taxes applicable to the above-referenced contract or any other contract.

****

For submission requirements and basis of evaluation:

Executed FAR Provision 52.229-11.
Completed IRS Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, if applicable. If not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent on each payment.

Section 00 73 00 - Supplementary Conditions

CONTRACT CONDITIONS

COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK - CONSTRUCTION (APR 1984)

The Contractor shall be required to

(a) Commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed,

(b) Prosecute the work diligently and in a safe manner.

(c) Complete the entire work ready for use not later than 137 calendar days after the date of receipt by him of notice to proceed. The time stated for completion shall include final cleanup of the premises.

NOTE 1: The term “work” includes tasks such as submission of submittals, Performance of preliminary and/or BD surveys, and does not have to be dredging.

NOTE 2: The Contractor is hereby informed that time allowed for completion of work has been established as the shortest reasonable duration and that it shall make any and all provisions necessary (multiple crews, overtime, concurrent operations, etc.) to accomplish the work within the available time period.

(End of condition)

VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

(End of condition)

SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The conditions, Differing Site Conditions, and 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) Site visits may be arranged during normal duty hours by contacting:

Name: William Kiddy, P.E.
Address: 100 Asma Blvd, Suite 300, Lafayette, LA 70508
Telephone: 337-291-3009

(End of Condition)

EVALUATION OF SUBLINE ITEMS

Item Nos. 0002 are subdivided into two or more estimated quantities and are to be separately priced. The Government will evaluate each of these items on the basis of total price of its subline items.

(End of Condition)

VARIATIONS IN ESTIMATED QUANTITIES — SUB LINE ITEMS (DEC 2019)

This variation in estimated quantities clause is applicable only to item Nos. 0002.

(a) Variation from the estimated quantity in the actual work performed under any second or subsequent subline item or elimination of all work under such a second or subsequent subline item will not be the basis for an adjustment in contract unit price.

(b) Where the actual quantity of work performed for item Nos. 0002 is less than 85% of the quantity of the first subline item listed under such item, the contractor will be paid at the contract unit price for that subline item for the actual quantity of work performed and, in addition, an equitable adjustment shall be made in accordance with the condition, Variation in Estimated Quantities.

(c) If the actual quantity of work performed under item Nos. 0002 exceeds 115% or is less than 85% of the total estimated quantity of the subline item under that item and/or if the quantity of the work performed under the second subline item or any subsequent subline item under item Nos.NONE exceeds 115% or is less than 85% of the estimated quantity of any such subline item, and if such variation causes an increase or a decrease in the time required for performance of this contract, the contract completion time will be adjusted in accordance with the condition, Variation in Estimated Quantities.

(End of condition)

PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by surveys.

(b) Weather Conditions. Data on weather conditions may be obtained from the National Weather Service.

(c) Transportation Facilities. Floating plant may access the site of work via the Gulf of America, or from the north via the GIWW and Freshwater Bayou Channel and through Freshwater Bayou Lock.

(d) Condition of Channel. Depths within the channel are generally adequate for the movement of floating plant. However, the Contractor should verify the required dimensions. Cross sections and/or dredging history of the channel are available for inspection at the Corps of Engineers District Office, New Orleans, Louisiana.

(e) Channel Traffic. Traffic in the channels consists of tugs, barge tows, commercial fishing boats, oil field access and small pleasure craft.

(f) Obstruction of Channel. The Government will not undertake to keep the channel free from vessels or other obstructions, except to the extent of such regulations, if any, as may be prescribed by the Secretary of the Army, in accordance with the provisions of Section 7 of the River and Harbor Act approved 8 August 1917. The Contractor shall conduct the work in such manner as to obstruct navigation as little as possible, and in case the Contractor's plant so obstructs the channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. Upon completion of the work, the Contractor shall promptly remove its plant, including ranges, buoys, piles and other markers placed by him/her under the contract in navigable water or on shore.

(g) Estimates of quantities involved in certain items of work for which bids are being solicited on a lump sum or job basis have been made for the use of the Government. Copies of these quantity estimates may be viewed or obtained by contacting the U.S. Army Engineer District, New Orleans, Corps of Engineers, Attention: Contracting Officer, CEMVN-CT, 7400 Leake Ave, New Orleans, Louisiana 70118-3651. It is expressly understood that the accuracy of these estimates is in no way warranted and that the furnishing of this information to a bidder will not relieve him of his responsibility to estimate the quantities involved.

(h) Stage Hydrograph. Real time stage hydrograph data of the Mermentau River Basin may be obtained from the New Orleans District website at:

(http://rivergages.mvr.usace.army.mil/WaterControl/new/layout.cfm)

The specific gages are as follows:

- Freshwater Canal at Freshwater Lock (LA) (South – Gage # 76593
- https://rivergages.mvr.usace.army.mil/WaterControl/stationinfo2.cfm?sid=76593&fid=&dt=S

- Freshwater Canal at Freshwater Lock (LA) (North) – Gage # 76592
- https://rivergages.mvr.usace.army.mil/WaterControl/stationinfo2.cfm?sid=76592&fid=&dt=S

Historic hydrographic data provided does not constitute a prediction.

(End of Condition)

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 twenty percent (20%) of the total amount of the work to be performed under the 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.

(End of Condition)

EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (UAI 5152.231-9000 – MAR 1995)

(a) This clause does not apply to terminations. See UAI 5152.249-9000, Basis for Settlement of Proposals, and Federal Acquisition Regulation (FAR) part 49.

(b) Allowable costs for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a Contractor or Subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the Contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the Contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of Engineering Pamphlet (EP) 1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule," Region III. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d) (ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-¬purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the simplified acquisition threshold (SAT), the Contracting Officer shall request the Contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of Clause)

NOTE 1: Costs for repairs or overhauling are not allowed.

NOTE 2: A copy of the “EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE” for Region III can be obtained from the following website:
http://www.publications.usace.army.mil/Portals/76/Publications/EngineerPamphlets/EP_1110-1-8.pdf.

NOTE: PLAN DRAWING SIGNATURES: The plan drawings accompanying this solicitation have been submitted and approved by the individuals shown in the title blocks on the plans. The actual signatures of the individuals shown on the plans are on file and are available for inspection at U.S. Army Engineer District, New Orleans, Corps of Engineers, Attn: CEMVN-ED, 7400 Leake Avenue, New Orleans, LA 70118-3651, and access thereto may be had upon request.

(End of Condition)

"General Decision Number: LA20260007 05/18/2026

State: Louisiana

Construction Types: Heavy

Counties: Louisiana Counties of
Acadia, Allen, Ascension, Assumption,
Avoyelles, Beauregard, Bienville,
Bossier, Caddo, Calcasieu, Caldwell,
Cameron, Catahoula, Claiborne,
Concordia, De Soto, East Baton Rouge,
East Carroll, East Feliciana,
Evangeline, Franklin, Grant, Iberia,
Iberville, Jackson, Jefferson, Jefferson
Davis, La Salle, Lafayette, Lafourche,
Lincoln, Livingston, Madison, Morehouse,
Natchitoches, Orleans, Ouachita,
Plaquemines, Pointe Coupee, Rapides, Red
River, Richland, Sabine, St Bernard, St
Charles, St Helena, St James, St John
the Baptist, St Landry, St Martin, St
Mary, St Tammany, Tangipahoa, Tensas,
Terrebonne, Union, Vermilion, Vernon,
Washington, Webster, West Baton Rouge,
West Carroll, West Feliciana and Winn

Dredging projects along the Gulf Coast Area including the Mississippi River and its tributaries to the Ohio River

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

SULA1994-001 04/01/1994

	Rates	Fringes
WELDER (DREDGE UNDER 16"")	$ 16.85	0.00
WELDER (DREDGE 16"" AND OVER)	$ 16.85	0.00
TRUCK DRIVER (DREDGE 16"" AND OVER)	$ 16.85	0.00
THIRD ASSISTANT ENGINEER (DREDGE 16"" AND OVER)	$ 16.85	0.00
SHOREMAN (DREDGE 16"" AND OVER)	$ 16.85	0.00
SELF-PROPELLED HOPPER DREDGE, DRAG TENDER	$ 22.55	8.02
SECOND COOK (HYDRAULIC DREDGING)	$ 16.85	0.00
SECOND ASSISTANT ENGINEER (DREDGE 16"" AND OVER)	$ 16.85	0.00
OILER (DREDGE UNDER 16"")	$ 16.85	0.00
OILER (DREDGE 16"" AND OVER)	$ 16.85	0.00
MARSH BUGGY DRAGLINE, OPERATOR	$ 16.85	0.00
MARSH BUGGY DRAGLINE, OILER	$ 16.85	0.00
LEVERMAN (DREDGE UNDER 16"")	$ 16.85	0.00
LEVERMAN (DREDGE 16"" AND OVER)	$ 16.85	0.00
JANITOR, CABIN PERSON (HYDRAULIC DREDGING)	$ 16.85	0.00
HANDYMAN (HYDRAULIC DREDGING)	$ 16.85	0.00
FIRST COOK (HYDRAULIC DREDGING)	$ 16.85	0.00
FIRST ASSISTANT ENGINEER (DREDGE 16"" AND OVER)	$ 16.85	0.00
FIREMAN (DREDGE 16"" AND OVER)	$ 16.85	0.00
DREDGE TENDER OPERATOR (DREDGE UNDER 16"")	$ 16.85	0.00
DREDGE TENDER OPERATOR (DREDGE 16"" AND OVER)	$ 16.85	0.00
DOZER OPERATOR	$ 16.85	0.00
DERRICK OPERATOR	$ 16.85	0.00
DECKHAND (DREDGE UNDER 16"")	$ 16.85	0.00
DECKHAND (DREDGE 16"" AND OVER)	$ 16.85	0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking. Additional information
on contractor requirements and worker protections under the EO
is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject
to the Davis-Bacon Act that were awarded on or between January 1,
2015 and January 29, 2022, and that have not been renewed or
extended on or after January 30, 2022. Executive Order 13658 does
not apply to contracts subject only to the Davis-Bacon Related Acts
regardless of when they were awarded. If a contract is subject to
Executive Order 13658, the contractor must pay all covered workers
at least $13.65 per hour (or the applicable wage rate listed on this
wage determination, if it is higher) for all hours spent performing on
the contract from May 11, 2026, through December 31, 2026. The
applicable Executive Order minimum wage rate will be adjusted annually.
Additional information on contractor requirements and worker
protections under Executive Order 13658 is available at
www.dol.gov/whd/govcontracts.

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) (iii)).

The body of each wage determination lists the classifications
and wage rates that have been found to be prevailing for the
type(s) of construction and geographic area covered by the wage
determination. The classifications are listed in alphabetical
order under rate identifiers indicating whether the particular
rate is a union rate (current union negotiated rate), a survey
rate, a weighted union average rate, a state adopted rate, or a
supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than
�SU�, �UAVG�, �SA�, or �SC� denotes that a union rate was
prevailing for that classification in the survey. Example:
PLUM0198-005 07/01/2024. PLUM is an identifier of the union
whose collectively bargained rate prevailed in the survey for
this classification, which in this example would be Plumbers.
0198 indicates the local union number or district council
number where applicable, i.e., Plumbers Local 0198. The next
number, 005 in the example, is an internal number used in
processing the wage determination. The date, 07/01/2024 in the
example, is the effective date of the most current negotiated
rate.

Union prevailing wage rates are updated to reflect all changes
over time that are reported to WHD in the rates
in the collective bargaining agreement (CBA) governing the
classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

"SU" wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the "SA" identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as

conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION

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SECTION 01100 - GENERAL PROVISIONS

1. DAMAGE TO WORK

The responsibility for damage to any part of the permanent work shall be as set forth in the Contract Clause in Section 00700 entitled, PERMITS AND RESPONSIBILITIES (FAR 52.236-7). However, if, in the judgment of the Contracting Officer, any part of the permanent work performed by the Contractor is damaged by flood, earthquake, hurricane, or tornado which damage is not due to the failure of the Contractor to take reasonable precautions or to exercise sound engineering and construction practices in the conduct of the work, the Contractor shall make the repairs as ordered by the Contracting Officer and full compensation for such repairs will be made at the applicable contract unit price or Job prices as fixed and established in the contract. If, in the opinion of the Contracting Officer, there is no contract unit or Job prices applicable to any part of such work, an equitable adjustment shall be made pursuant to the Contract Clause in Section 00700 entitled, CHANGES (*FAR 52.243-4*). Except as herein provided; damage to all work (including temporary construction), utilities, materials, equipment and plant shall be repaired to the satisfaction of the Contracting Officer at the Contractor's expense, regardless of the cause of such damage.

2. SAFETY PROVISIONS

The safety provisions as specified herein refer to the USACE Safety and Occupational Health Requirements EM 385-1-1 dated 15 March 2024. The most current edition can be found at:

https://www.publications.usace.army.mil/Portals/76/EM%20385-1-1%20_EFFECTIVE%2015March2024.pdf

(a) Accident Investigation and Reporting. The reporting and associated investigation of accidents and near misses is considered a leading indicator. Utilize ENG Form 3394, U.S. Army Corps of Engineers Mishap Notification and Investigation, to report accidents and near misses. Link to ENG Form 3394:

https://www.publications.usace.army.mil/Portals/76/Publications/EngineerForms/Eng_Form_3394_2021Aug.pdf.

Contractors must investigate, analyze, and report all accidents and near misses occurring incidentally to an operation, project, or facility according to EM 385-1-1, Table 2-1 Accident Reporting Required Timeline.

(b) Accident Prevention Plan (APP). (See the Contract Clause in Section 00700, entitled ACCIDENT PREVENTION (FAR 52.236-13).) Within 15 days after receipt of Notice of Award of the contract, and at least 7 days prior to the

prework conference, an electronic copy and one hard copy of the Accident Prevention Plan (APP) Worksheet (ENG FORM 6293) shall be submitted to the Contracting Officer for review and acceptance. Link to ENG form 6293 (APP):

(c) https://www.publications.usace.army.mil/Portals/76/Eng_Form_6293_Aug%202024%20-%20FINAL.pdf

The Plan shall be prepared in the following format:

(1) Activity Hazard Analysis (AHA) Requirements. The contractor shall complete the Activity Hazard Analysis (AHA) Requirements on ENG form 6206 in accordance with EM 385-1-1, Chapter 2-6. Specific AHA requirements are identified in paragraph 6 of each chapter of EM 385-1-1. Link to fillable ENG form 6206 (AHA form):

(2) https://www.publications.usace.army.mil/Portals/76/Eng_Form_6206_2023Aug24.pdf

(3) The contractor shall submit ENG Form 6282 (Site Safety and Health Officer Designation Letter). A Designation Letter is required for all levels of onsite SSHOs. The contractor shall maintain a copy of the accepted form at the site of work. Link to ENG form 6282: https://www.publications.usace.army.mil/Portals/76/Eng_Form_6282_2023Aug28.pdf?ver=_1GgPT1ZS1AFX9P8AKU5og%3d%3d.

(4) Site Safety and Health Officer (SSHO). The contractor must employ a minimum of one (1) Level 1 Full-time Site Safety and Health Officer to function as the primary Level 1 SSHO responsible for ensuring all site personnel are implementing Safety and Occupational Health requirements according to the contract, EM 385-1-1, applicable federal, state, and local requirements. A designated Level 1 SSHO must be at the site of work whenever work is performed. The SSHO shall meet the training and experience requirements of EM 385-1-1, Chapter 2-3.b. Level 1 SSHOs are not permitted to supervise non-safety personnel at the site of work.

(5) A copy of company policy statement regarding accident prevention.

(6) When marine plant and equipment are in use under a contract, the method of fuel oil transfer shall be included on MVN Form 385-10 (Latest Edition), Fuel Oil Transfer (attached at the end of this section), (Refer to 33 CFR 156).

(d) Commencement of Work. The contractor shall not commence physical work at the site until the Contracting Officer, or his/her authorized representative

has accepted the Accident Prevention Plan. The contractor may submit its Accident Prevention Plan only for the first phase of construction provided that it is accompanied by an outline of the remaining phases of construction. All remaining phases shall be submitted and accepted prior to the beginning of work in each phase. Also refer to EM 385-1-1, Chapter 2.

(e) Hazard Communication (HazCom) Program. The contractor shall develop, implement, and maintain at the workplace a written, Hazard Communication Program (see EM 385-1-1, Chapter 6-7) that includes identification of potential hazards as prescribed in 29 CFR Part 1910.1200 and/or 1926.59, effects of exposure and control measures to be used for chemical products and physical agents that may be encountered during the performance of work on this contract, provisions for container labeling, Safety Data Sheets, and employee training program, and other criteria in accordance with 29 CFR Part 1910.1200 and/or 1926.59. Training shall include communication methods and systems to be used (i.e., voice, hand signals, radios or other means), and training in the use and understanding of safety data sheets and chemical product hazard warning labels. Prior to bringing hazardous substances, as defined in 29 CFR 1910.1200 and/or 1926.59, onto the job site, a copy of the Hazard Communication Program and the Safety Data Sheets of each substance shall be submitted to the Contracting Officer and made available to the contractor's employees as part of its Accident Prevention Plan. A site map shall be attached to the inventory showing where the inventoried hazardous substances are stored. The inventory list and site map shall be updated monthly to assure accuracy.

(f) Daily Inspections. The contractor shall perform daily safety inspections and record them on the forms approved by the Contracting Officer. Reports of daily inspections shall be maintained at the jobsite in accordance with Section 01 45 04.00 10, CONTRACTOR QUALITY CONTROL. The reports shall be records of the daily inspections and resulting actions. Each report shall include, as a minimum, the following:

(1) Phase(s) of construction underway during the inspection.

(2) Locations of areas where inspections were made.

(3) Results of inspections, including nature of deficiencies observed and corrective actions taken, or to be taken, date, and signature of the person responsible for its contents.

(g) Safety Sign. The contractor shall furnish, erect, and maintain a safety sign at the site where indicated by the Contracting Officer. The sign shall conform to the requirements of this paragraph and the drawing included at the end of this section. The lettering shall be black, the safety circle and cross green, and the background white. When placed on a floating plant, the sign may be half

size. The sign shall be erected as soon as practicable, but not later than 15 calendar days after the date established for commencement of work. The data required shall be current. The sign coordinator is Timothy Lacoste@ 504.862.2663.

(h) Ground Fault Protection Equipment. Electrical equipment used on this contract shall be equipped with ground fault circuit interrupters in accordance with EM 385-1-1, Chapter 11-8.

(i) Means of Escape for Personnel Quartered, or Working on Floating Plant. Two means of escape shall be provided for assembly, sleeping, and messing areas on floating plants. For areas involving 10 or more persons, both means of egress shall be through standard size doors opening to different exit routes. Where nine or fewer persons are involved, one of the means of escape may be a window (minimum dimensions 24-inches by 36-inches), which leads to a different exit route. Refer to EM 385-1-1, Chapter 19-8.h.

(j) Emergency Alarms and Signals.

(1) Alarms. Emergency alarms shall be installed and maintained on all floating plant requiring a crew where it is possible for either a passenger or crewman to be out of sight or hearing from any other person. The alarm system shall be operated from the primary electrical system with standby batteries on trickle charge that will automatically furnish the required energy during an electrical-system failure. A sufficient number of signaling devices shall be placed on each deck so that the sound can be heard distinctly at any point above the usual background noise. All signaling devices shall be so interconnected that actuation can occur from at least one strategic point on each deck.

(2) Signals.

(a) Fire Alarm Signals. The general fire alarm signal shall be in accordance with 46 CFR Ch. I; Subpart E.109.503 of the Coast Guard Rules and Regulations for Cargo and Miscellaneous Vessels, Sub-Chapter I & Ia.

(b) Abandon Ship Signals. The signal for abandon ship shall be in accordance with paragraph 109.503(b) of the reference cited in subparagraph (2)(a) above.

(c) Man-Overboard Signal. Hail and pass the word to the bridge. All personnel and vessels capable of rendering assistance shall respond.

(k) Hurricane Plan. A detailed plan for protection and evacuation of personnel and the construction site, in the event of an impending hurricane or storm, is required as an enclosure to the contractor's Accident Prevention Plan. This plan shall be submitted to the Contracting Officer, or his/her representative, for review and approval prior to the preconstruction conference. Work being performed to satisfy the Hurricane Plan will not be measured for payment. Payment for all work associated with the Hurricane Plan, and providing the equipment required for the duration specified, shall be distributed amongst the existing bid items. The Hurricane Plan shall include at least the following:

(1) The time each phase of the plan will be put in effect. The time shall be the number of hours remaining for the storm to reach the worksite if it continues at the predicted speed and direction.

(2) The estimated time necessary to secure and evacuate the site including any emergency flood protection.

(3) The safe harbor for personnel and plant specifically identified.

(4) The name of the boat which will be used to move the plant, its type, capacity, speed, and availability.

(5) The estimated time necessary to move the plant to the safe harbor after movement is started.

NOTE: Floating plant, boat, or other marine activities must submit an Emergency Plan for Marine Activities which includes a Severe Weather Plan for Marine Activities per EM 385-1-1, Chapters 19-7.a and 19-7.b.

(l) Hazardous Energy Control Program. The contractor shall develop, implement, and maintain at the workplace, a written Hazardous Energy Control Program (HECP). Refer to EM 385-1-1, Chapter 12-7.

(m) Access/Haul Road Plan. A written Access/Haul Road Plan is required when access or haul roads are to be used. Work on the haul road must not commence until USACE supervisor/KO or COR has accepted the plan, refer to EM 385-1-1, Chapter 4-7.b.

(n) Cranes. The contractor (including subcontractors) shall have cage boom guards, insulating links, or proximity warning devices on cranes that will be working adjacent to power lines. These devices shall not alter the requirements of any other regulation of this part - even if such device is required by law or other regulation. Insulating links shall be rated for the energized lines they are working near (EM 385-1-1, Chapter 11-8.t.6.d). Calibration records or stamped date of required manufacturer inspection of proximity warning devices shall be kept on the crane. Additionally, prior to any work commencing an Activity Hazard

Analysis) identifying and satisfying EM 385-1-1, Chapter 2-6, requirements shall be submitted and accepted by the Contracting Officer.

(o) Crane/Derrick and Dragline Certification. The contractor shall submit a copy of the certification and performance test in accordance with EM-385-1-1, Chapter 16-5.

(p) Emergency Drills. The Contractor shall conduct its drills in accordance with EM 385-1-1, Chapter 19-8.b.

(q) Equipment Operator Authorization. The contractor shall submit a list of designated personnel qualified and authorized to operate machinery and mechanized equipment in accordance with EM 385-1-1, Chapter 16-3.

(r) Dive Plan. The contractor shall submit a Dive Plan in accordance with EM 385-1-1, Chapter 30-7.

(s) Radiation. If a production meter that uses nuclear materials is being used aboard the dredge, the contractor shall perform following requirements. The production meter nuclear device system designer and installer shall be qualified in these fields of expertise by the Nuclear Regulatory Commission (NRC). The contractor shall obtain licensing and training as required by the NRC for their personnel aboard the dredge for the use of those components of the production meter containing or are affected by the nuclear source. The contractor shall implement A Nuclear Device Awareness Program as required by the NRC for all personnel aboard the dredge not directly involved in the activities of the nuclear device. The contractor shall submit a Nuclear Device Safety Plan to the Government within 24 hours after receipt of Notice to Proceed by the contractor. While a nuclear device is present aboard the dredge, the contractor shall strictly adhere to all applicable NRC rules and regulations.

(t) Overhead Power Lines. In locations where trucks and other equipment will be passing beneath overhead power lines, the contractor shall install at least 2 signs on either side of the crossings warning drivers of the overhead lines. The signs shall face both directions of travel. The signs shall have arrows pointing upward and state “Overhead Electric”. The contractor’s proposed sign design shall be submitted to the Contracting Officer for approval.”

3. SIGNAL LIGHTS

The Contractor shall display signal lights and conduct his/her operations in accordance with U. S. Coast Guard regulations governing lights and day signals to be displayed, as set forth in Commandant, U. S. Coast Guard Instruction M16672.2C, Navigation Rules, International - Inland (COMDTINST M16672); 33 CFR 81, Appendix A (International); and 33 CFR 84 through 33 CFR 90 (Inland) as applicable.

4. CONTINUITY OF WORK

No payment will be made for work done in any area designated by the Contracting Officer until the full dimensions required under the contract are secured in the whole of such area, nor will payment be made for excavation in any area not adjacent to and in prolongation of areas where full dimensions have been secured except by decision of the Contracting Officer. Should any such non-adjacent area be excavated to full dimensions during the operations carried on under the contract, payment for all work therein may be deferred until the required dimensions have been made in the area intervening. The Contractor may be required to suspend dredging at any time when for any reason the gages or ranges cannot be seen or properly followed.

5. INSPECTION

(a) The presence of the Inspector shall not relieve the Contractor of the responsibility for the proper execution of the work in accordance with the specifications. The Contractor shall furnish on the request of the Contracting Officer or any inspector:

(1) The use of such boats, boatmen, laborers and material forming a part of the ordinary and usual equipment and crew of the dredging plant as may be reasonably necessary in inspecting and supervising the work.

(2) Suitable transportation from all points on shore designated by the Contracting Officer to and from the various pieces of plant, and to and from the disposal areas.

(b) When the Contractor elects not to work on weekends, holidays or nights, notice shall be given to the Contracting Officer at least 24 hours in advance thereof. Adequate lighting for thorough inspection of night operations shall be provided by the Contractor at his/her expense.

(c) Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer, and the cost thereof will be deducted from any amounts due or to become due to the Contractor.

6. SHOALING

If, before the contract is completed, shoaling occurs in any section previously accepted, including shoaling in the finished channel, because of the natural lowering of the side slopes, re-dredging at contract price, within the limit of available funds, may be done if agreeable to both the Contractor and the Contracting Officer.

7. ACCOMMODATIONS AND MEALS FOR INSPECTORS

(a) The Contractor shall furnish regularly to inspectors on board the dredge or other craft upon which they are employed a suitable separate room approximately 150 square feet in size for a Corps of Engineers field office. The room shall be fully equipped and maintained to the satisfaction of the Contracting Officer; it shall be properly heated, ventilated, air conditioned, and lighted, shall have sufficient electrical outlets with power surge protection to power a laptop computer and printer, shall have a desk which can be locked, and a drafting table measuring at least four (4) feet by six (6) feet, a comfortable chair for each inspector, washing conveniences and daily janitorial services. This will not be a separate cost and will be included in the price of dredging. Should the Contractor have a photocopy machine on the jobsite, the Contractor may allow the use of his own in lieu of providing a separate machine for use by the Government inspector. The entire cost to the contractor for furnishing, equipping, and maintaining the foregoing accommodations, shall be distributed amongst the existing bid items. If the Contractor fails to meet these requirements, the facilities referred to above will be secured by the Contracting Officer, and the cost thereof will be deducted from payments to the Contractor.

(b) If the Contractor maintains on this work an establishment for the subsistence of his/her own employees, he/she shall, when required, furnish to inspectors employed on the work, and to all Government agents who may visit the work on official business, meals of quality satisfactory to the Contracting Officer. All meals shall be available for purchase, by the Government's inspectors and agents, at the cost not to exceed $3.50 per person for each meal.

8. SEAWORTHINESS CERTIFICATION

EM 385-1-1, Chapter 19-5. All dredges and quarter boats not subject to USCG inspection and certification or not having a current American Bureau of Shipping (ABS) classification shall be inspected in the working mode annually by a marine surveyor accredited by the National Association of Marine Surveyors (NAMS) or Society of Accredited Marine Surveyors (SAMS) and having at least five (5) years' experience in commercial marine plant and equipment. All other plant shall be inspected annually by a qualified person. The inspection shall be documented, and a copy of the most recent inspection report shall be posted in a public area on board the vessel and a copy shall be furnished to the designated authority upon request. The inspection shall be appropriate for the intended use of the plant and shall, as a minimum, evaluate structural integrity and compliance with NFPA 302, Fire Protection Standard for Pleasure and Commercial Motor Craft.

9. ENVIRONMENTAL LITIGATION

(a) If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the Contracting Officer, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a Subcontractor at any tier and required by the terms of this contract. If the order is not due in any part to acts or omissions of the Contractor (or a Subcontractor at any tier) other than as required by this contract, such suspension, delay, or interruption shall be as if ordered by the Contracting Officer under the Contract Clause in Section 00700 entitled, SUSPENSION OF WORK (FAR 52.242-14). The period of such suspension, delay or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof.

(b) The term "environmental litigation", as used herein, means a lawsuit alleging that the work has an adverse effect on the environment or that the Government has not duly considered, either substantively or procedurally, the effect of the work on the environment.

10. STATE TAXES

(a) The bid submitted in response to this Invitation shall not include any amount whatever for payment of any of the following taxes, fees or charges:

(1) The Louisiana "Severance Tax" imposed by LSA R.S. 47:631 and made applicable to the dredging of fill material from rivers and bodies of water within the State of Louisiana by the Severance Tax Regulations promulgated by the Collector of Revenue dated 31 March 1968.

(2) Any amounts claimed by the Louisiana Department of Wildlife and Fisheries for the privilege of removing fill from the water bottoms of the State of Louisiana.

(b) If the Contractor is required to pay or bear the burden of any tax, fee or charge described in paragraphs (a)(1) and/or (a)(2) above, the contract prices shall be increased by that amount which the Contractor is required to pay to the State of Louisiana; provided, however, that no increase in contract price shall be made for any liability the Contractor may incur as a result of his fault or negligence or his failure to follow the instructions of the Contracting Officer.

(c) The Contractor shall promptly notify the Contracting Officer of all matters pertaining to taxes, fees, or charges as described herein which reasonably may be expected to affect the contract price and shall at all times follow the directions

and instructions of the Contracting Officer in regard to the payment of such taxes, fees, or charges.

(d) Before any increase in contract price becomes effective in accordance with the provisions of this clause, the Contractor shall warrant in writing that no amount of such taxes, fees or charges was included in the contract price as a contingency reserve or otherwise.

11. FUEL CONSUMPTION REPORTING REQUIREMENTS

On the first day of each month, the Contractor shall furnish, to the Government Inspector, a report of the quantities of fuel consumed during the previous month in execution of the work covered by the contract. The quantities reported shall include fuel consumed by the Contractor and all of his/her subcontractors for the main plant and all support plant during the preceding month. This information may be consolidated and shall be included in the Report of Operations-Pipelines, Dipper or Bucket Dredges, MVN Form 4267; or in the Report of Operations-Hopper Dredges, ENG Form No. 27A (costs), as applicable.

12. RIGHTS-OF-WAY

(a) The rights of entry required for the work to be constructed under this contract, within the rights-of-way limits indicated on the drawings, have been obtained by the Government and are provided without cost to the Contractor. The Contractor shall make its own investigations to determine the conditions, restrictions, and difficulties which may be encountered in the transportation of equipment and material to and from the work site. The proposed work, including rights-of-way, as defined by these specifications and as shown on the drawings, is in compliance with all applicable Federal and state environmental laws and regulations. Upon completion of the Contractor’s work, rights-of-way furnished by the Government shall be returned to its original condition prior to construction unless otherwise noted.

(b) If the Contractor proposes a deviation from the Government furnished rights-of-way for his convenience, the Contractor shall notify the Contracting Officer or its representative in writing. Contractor shall not provide any permanent rights-of-way for the project. The Contractor is cautioned that any deviation to the Government furnished rights-of-way is subject to all applicable Federal and state environmental laws and regulations. Compliance with these environmental laws and regulations may require additional National Environmental Policy Act (NEPA) documents, cultural resources surveys, coordination with the Louisiana State Historical Preservation Officer, water quality certification, modification of the Federal consistency determination, etc. The Government is ultimately responsible for environmental compliance; therefore, the Government will determine the additional environmental coordination and documentation necessary for a proposed deviation to the Government furnished rights-of-way.

For any environmental investigations the Government is to perform on areas outside of Government furnished rights-of-way, the Contractor shall provide sufficient rights of entry to the Government. The Contracting Officer will advise the Contractor of the additional environmental coordination and documentation that must be completed. The Government shall be responsible for any additional environmental compliance; however, the Contractor may conduct specific tasks identified by the Government. The Government will offer advice and assistance to the Contractor in conducting these tasks. Depending on the environmental impact of the proposed deviation, obtaining the coordination and documentation may not be approved or could take as much as 180 calendar days for approval by the Government. The Government must review, approve and ensure distribution of all environmental compliance documentation and ensure all comments on the same have been resolved before any utilization of any areas outside of the Government furnished rights-of-way. The Contractor shall reimburse the Government for actual expenses incurred for assistance in completing or attempting to complete additional environmental coordination and documentation, which expenses will not exceed one hundred thousand ($100,000.) dollars. There is no guarantee that environmental compliance will be obtained; therefore, the Contractor shall assume all risks and liabilities associated with pursuing a deviation. Any delays resulting from the deviation and/or the environmental coordination and documentation shall not be made the basis of any Contractor claim for increase in the contract cost and/or increase in contract time. Deviations will be at Contractor's sole risk and liability, including, but not limited to, such liabilities associated with items such as hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et. seq.), and at no cost to the Government. Government assistance in obtaining additional environmental clearances does not relieve the Contractor of responsibility for complying with other Federal, state or local licenses and permits.

(c) The Contractor is not allowed to utilize the Corps of Engineers Venice Sub-office or harbor for parking and/or getting on and off of boats.

13. CONTRACT COORDINATION

The Contractor shall assist the Government with available on site plant and manpower in monitoring the water quality aspects of the dredging and disposal operations. This assistance shall consist of, but not be limited to, furnishing boat transportation, temporary storage of samples, etc.

14. CONTRACTOR'S RESPONSIBILITY

The Contractor shall be responsible for ensuring that all its employees strictly comply with all laws that may apply to operations under this contract. The Contractor assumes full responsibility for the safety of its employees, plant, and materials and for any damage or injury done by or to them from any source or cause, except damage caused by acts of the Government, its officers, agents or employees. Such damages will be the responsibility of the Government in accordance with applicable Federal laws. The terms "officer", "agent", and "employee" of the Government do not include persons in the employment of the Contractor and whose services have been furnished to the Government.

15. MOBILIZATION OF ATTENDANT PLANT

Pursuant to the Contract Clause in Section 00700 entitled, COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK (FAR 52.211-10*)*, mobilization of all attendant plant, if required, shall be concurrent with dredge mobilization. Failure to timely mobilize such auxiliary/attendant plant may result in one (1) or more of the following actions by the Contracting Officer: reasonable suspension (without Government cost) of work until required plant is provided; formulation of credit to offset deficient plant; imposition of liquidated damages for late overall completion of the contract after excusable delays, if any. The Government's rights under any other Contract Clause are preserved.

16. ACCESS PLAN

The Contractor shall submit an access plan to be reviewed and approved by the Contracting Officer to include, as a minimum, the following:

(a) Layout drawings showing the location of all equipment, office structures, toilets, and storage areas for materials.

(b) Show mobilization and demobilization routing and locations of large equipment, such as draglines, cranes, and etc. while on the jobsite.

(c) Show waterway channels or canals used to mobilize and demobilize equipment and materials and show access routes and docking areas of all marine equipment with respect to the jobsite.

(d) Airboats and small outboards shall be used whenever practical to reduce the usage of marsh buggies. Existing trails and canals shall be utilized whenever possible. Marsh buggy use shall be limited to the construction limits of the project features.

17. SUPERVISION

At all times during performance of this contract and until the work is completed and accepted by the Government, the Contractor shall have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor. Inspectors appointed by the Contracting Officer will enforce strict compliance with the terms of the contract. The inspectors will keep a record of the work done, but neither the presence nor absence of inspectors shall relieve the Contractor of responsibility for the proper execution of the work in accordance with the contract and directives issued by the Contracting Officer.

18. PRE-BID SITE VISIT

Prior to the submission of any bids, all bidders are highly encouraged to visit the project site location to become familiar with the project requirements. Failure to visit the project site will not disqualify a bid; however, the bidder is required to comply with the terms and conditions of any resultant contract by reason of such failure. In no event will a failure to inspect the site constitute grounds for a claim after contract award.

19. AERIAL PHOTOGRAPHY DOCUMENTATION

The Contractor shall provide aerial photography documentation of the worksite and construction activities during the contract duration. Use of uncrewed aircraft (drone) to accomplish aerial photography documentation must be performed in accordance with EM 385-1-1 Chapter 33, which defines restrictions on flight safety, types of equipment and coordination/flight clearance requirements for UAS (drone) operations. At a minimum, the proposed disposal areas shall be flown three (3) times; namely: prior to initiation of dredging, at the approximate mid-point of the dredging operations, and upon completion of disposal activities. During the mid-point flight(s), in addition to a general overview, the significant features of work (dredge plant, discharge site, working equipment, etc.) shall be captured. In general, sufficient images shall be taken to thoroughly cover the project. All images must be sharp, clear, relevant and available in full JPEG format. The Contractor shall document/monitor all construction activities, before, during, and after construction using aerial photography at oblique angles. The deliverables shall be still photos that cover the extent of the contract operations. All photographs provided shall be labeled with (1) date of photography, (2) Photographic company name, and (3) Contract Number. Photographer shall have a minimum of 3 years' experience. The Government shall be granted unlimited use of all images without further costs. No measurement will be made for aerial photography documentation. Payment will be made at the contract job price for "Aerial Photography Documentation". Price and payment shall constitute full compensation for furnishing all plant, labor, materials and equipment for furnishing aerial photography documentation; including licensing and insurance; as specified herein.

20. WORK IN THE VICINITY OF OTHER GOVERNMENT CONTRACTORS

The Contractor shall coordinate his/her operations, through the Contracting Officer's Representative, with any other Government Contractors who may be working in the vicinity. The contractor shall coordinate his staging operations, access routes, and construction requirements with any contractor currently performing work in the general vicinity. Any disputes or disagreements arising from area use shall be brought to the attention of the Contracting Officer, who will then make a determination for operational procedures. Determinations made by the Contracting Officer shall be binding on all parties concerned.

21. CONTRACTOR PERFORMANCE EVALUATIONS – CONSTRUCTION

In accordance with the provisions of Subpart 36.201 (Evaluation of Contractor Performance) of the Federal Acquisition Regulation (FAR), construction contractor's performance shall be evaluated throughout the performance of the contract. The United States Army Corps of Engineers (USACE) follows the procedures outlined in Engineering Regulation 415-1-17 to fulfill this FAR requirement. For construction contracts awarded at or above the Simplified Acquisition Threshold, the USACE will evaluate contractor's performance and prepare a performance report using the Contractor Performance Assessment Reporting System **(**CPARS), which is now a web-based system. After an evaluation (interim or final) is written up by the USACE, the Contractor will have the ability to access, review and comment on the evaluation for a period of 30 days. Accessing and using CPARS requires specific software, called PKI certification, which is installed on the user's computer. The certification is a Department of Defense requirement and was implemented to provide security in electronic transactions. The certification software could cost approximately $110 - $125 per certificate per year and is purchased from an External Certificate Authorities (ECA) vendor. Current information about the PKI certification process and for contacting vendors can be found on the web site: http://www.cpars.gov. If the Contractor wishes to participate in the performance evaluation process, access to CPARS and PKI certification is the sole responsibility of the Contractor.

22. SECURITY REQUIREMENTS

a. Suspicious Activity Reporting Training (e.g. iWATCH, CorpsWatch, or See Something, Say Something). The Contractor will not have access to the CORPS network. This is an unclassified contract and the Contractor will not have access to critical information. The Contractor and all associated sub-contractors shall receive locally developed training provided by the New Orleans District Security Office on the Local Suspicious Activity Reporting Program. This training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity relating to the project manager, security representative or law enforcement entity. The Contractor shall provide local background checks to New Orleans District Security Office before performing work. Point of contact is. Benjamin Delatte 504-862-1532. This training shall be

completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance. The results of this training shall be reported to the COR within 5 calendar days after the completion of the training.

b. Pre-Screen Candidates Using E-Verify Program. The Contractor shall pre-screen Candidates using the E-verify Program (https://www.uscis.gov/e-verify) website to meet the established employment eligibility requirements. The Contractor shall ensure that the Candidate has two valid forms of Government issued identification prior to enrollment to ensure the correct information is entered into the E-verify system. An initial list of verified/eligible Candidates shall be provided to the COR no later than 3 business days after the initial contract award. When contracts are with individuals, the individuals shall complete a Form I-9, Employment Eligibility Verification, with the designated Government representative. The completed Form I-9 shall be provided to the Contracting Officer and shall become part of the official contract file.

23. REGULATORY REQUIREMENTS

In addition to the detailed requirements included in the provisions of this contract and the requirements as defined within USACE EM 385-1-1, the Contractor shall comply with all pertinent federal, state, and local laws, ordinances, criteria, rules, and regulations. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting work. Where the requirements of this specification, applicable laws, criteria, ordinances, regulations and referenced documents vary, the most stringent requirements shall apply.

24. DATUM RELATIONSHIPS (TO BE EDITED WITH APPROPRIATE PROJECT RELATED BENCHMARK AND GAGE INFORMATION)

The following information is provided for informational use only and is NOT to be used for this contract. The purpose of this paragraph is to provide datum relationships between Mean Low Low Water (MLLW) datum and the currently used Mean Low Gulf (MLG) datum. This information is provided to comply with the requirements outlined in Engineering Manual, EM 1110-2-6056, Standards and Procedures for Referencing Project Elevation Grades to Nationwide Vertical Datums. This engineering manual was released in response to IPET Lessons Learned, in order to address datum and project control issues.

This datum relationship must be identified on the plans, in order to identify the adjustment from MLG to NAVD88 and Mean Lower Low Water (MLLW).

→ Freshwater Bayou Lock Gage (76593) – Mounted on lock wall on south side of lock, gage is set M.L.G.
Lat: 29 37 09.044 Long: 92 16 33.693
0.0’ NAVD88 (2009.55) = 1.5’ MLLW = 2.3’ MLG
Or 0.0’ MLLW = 0.8’ MLG

PROJECT BENCHMARKS

The project benchmarks referenced below have been incorporated into the National Spatial Reference System database and are designated for future use for this project:

DESIGNATION: 876 6072 A
PID: DJ9334

STATE/COUNTY: LA/VERMILION
LAT/LON: N 29 33 06.35555 W 092 18 18.87973 NAD83 (2007)
NORTH/EAST: N 383,801.18 E 2,971,813.66 SPC LA S (US feet)
ELEVATION: 6.65 feet NAVD88 (OPUS2018/G18)
MARKER: BENCH MARK DISK
STAMPING: 6072A 2005
DESCRIPTION: THE MARK IS LOCATED IN THE SOUTH CENTRAL PART OF VERMILION PARISH, APPROXIMATELY 31 MILES SOUTH OF ABBEVILLE.

TO REACH FROM THE INTERSECTION OF STATE HIGHWAYS LA 35 AND 14 IN KAPLAN, PROCEED 27.1 MI SOUTHERLY ON LA 35 TO THE FORK INTERSECTION OF CR 3147 (A GRAVEL ROAD) ON THE LEFT. VEER LEFT AND CONTINUE 1.8 MI SOUTHERLY ON CR 3147 TO AN INTERSECTION. TURN LEFT AND CONTINUE 8.2 MI ON CR 3147 TO A GATE AND CORPS OF ENGINEERS LOCK FACILITY FOR THE FRESHWATER BAYOU CANAL. USE CALL BUTTON TO OBTAIN ACCESS. PASS THROUGH THE GATE AND PROCEED TO THE FACILITY OFFICE ON THE LEFT TO CHECK IN. PROCEED SOUTH TO THE SOUTH LOCK GATE CONTROL HOUSE ON THE SOUTHWEST SIDE OF THE LOCK FROM THE SOUTH GATE CONTROL HOUSE. PROCEED SOUTH ON A WOODEN WALKWAY FOR 330 FEET TO THE SOUTHWEST DOLPHIN FOR THE LOCK AND THE MARK. THE STATION IS LOCATED NEAR THE CENTER OF THE DOLPHIN.

THE STATION IS 17.4 FEET SOUTHWEST OF A NOAA TIDE GAUGE EQUIPMENT BOX AND STAND, 11.2 FEET SOUTHEAST OF A WIND SOCK, 9.7 FEET EAST OF A 4 FT HIGH STROBE MARKER LIGHT, AND 3.5 FEET WEST OF THE CENTER OF THE DOLPHIN, FLUSH WITH SURFACE.

THE LOCK OPERATES BETWEEN 730AM AND 300PM. TO ARRANGE ACCESS TO THE FACILITY CALL (337) 737-2470.

DESIGNATION: TBM BOLT 11
PID: -

STATE/COUNTY: LA/VERMILION
LAT/LON: N 29 47 07.2 W 092 12 15.9 NAD83 (2007)
NORTH/EAST: N 468,478 E 3,004,517 SPC LA S (US feet)
ELEVATION: 6.97 feet NAVD88 (OPUS)
MARKER: BOLT IN CONCRETE

STAMPING: -
DESCRIPTION: TBM IS A BRASS MONITOR BOLT SET IN THE LOCK STRUCTURE. LOCATED 23.6 FEET EAST OF THE STAFF GAGE, 6.3 FEET SOUTH OF THE AUTOMATIC GAGE AND 3.8 FEET SOUTHEAST OF THE SOUTHWEST CORNER OF THE LOCK CONTROL BUILDING NO 900. THE BOLT NUMBER IS PAINTED NEXT TO THE BOLT.

25. EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE

(a) This clause does not apply to terminations.

(b) Allowable costs for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a Contractor or Subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the Contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the Contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of Engineering Pamphlet (EP) 1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule," Region III. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply. EP 1110-1-8 can be found at www.nww.usace.army.mil/missions/cost-engineering/ep1110-1-8/.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(2) (ii) and FAR 31.205-36, RENTAL COSTS. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the simplified acquisition threshold (SAT), the Contracting Officer will request the Contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

ACCIDENT PREVENTION PLAN

FUEL OIL TRANSFER -- FLOATING PLANT

U.S. Army Engineer District, New Orleans

EM 385-1-1, Chapter 19-8.d

1) Contractor	2) Contract Name & Number	3) Date	
4) Officer in Charge of Fuel Transfer	4a) Name of Vessel	4b) Fuel to be Transferred	
5) Name of Vessel	5a) Names of Qualified Tankermen	5b) Type of Certification and expiration date	

6) Name of Vessel	6a) Type of fill nozzle or connection on Vessel	6b) Location of fill pipes openings	6c) Location of vents openings	
7) Type, number, and size of fire fighting equipment to be available during fuel transfer operations.				
8) Sequential steps to be followed when taking on fuel.				

_____	_____	_____	_____	
Contractor's Signature	Date	C.O. or C.O.R. Signature	Date	

Activity Hazard Analysis (AHA)

Activity/Work Task:	Overall Risk Assessment Code (RAC) (Use highest code)					
Project Location:	**Risk Assessment Code (RAC) Matrix**					
Contract Number:	**Severity**	**Probability**				
Date Prepared:		Frequent	Likely	Occasional	Seldom	Unlikely
Prepared by (Name/Title):	Catastrophic	E	E	H	H	M
	Critical	E	H	H	M	L
Reviewed by (Name/Title):	Marginal	H	M	M	L	L
	Negligible	M	L	L	L	L

Notes: (Field Notes, Review Comments, etc.)

Step 1: Review each **"Hazard"** with identified safety **"Controls"** and determine RAC (See above)

"Probability" is the likelihood to cause an incident, near miss, or accident and identified as: Frequent, Likely, Occasional, Seldom or Unlikely.

"Severity" is the outcome/degree if an incident, near miss, or accident did occur and identified as: Catastrophic, Critical, Marginal, or Negligible

Step 2: Identify the RAC (Probability/Severity) as E, H, M, or L for each "Hazard" on AHA. Annotate the overall highest RAC at the top of AHA.

RAC Chart

- **E = Extremely High Risk**
- **H = High Risk**
- **M = Moderate Risk**
- **L = Low Risk**

Job Steps	Hazards	Controls	RAC

Equipment to be Used	Training Requirements/Competent or Qualified Personnel name(s)	Inspection Requirements

Below are two samples of the construction project identification sign showing how this panel is adaptable for use to identify either military (top), or civil works projects (bottom). The graphic format for this 4′ x 6′ sign panel follows the legend guidelines and layout as specified below. The large 4′ x 4′ section of the panel on the right is to be white with black legend. The 2′ x 4′ section of the sign on the left with the full Corps signature (reverse version) is to be screen printed Communications Red on the white background.

This sign is to be placed with the Safety Performance Sign shown on the following page. Mounting and fabrication details are provided on page 16.4.

Special applications or situations not covered in these guidelines should be referred to the District/Division sign coordinator.

Legend Group 1: One- to two-line description of Corps relationship to project.
Color: White
Typeface: 1.25″ Helvetica Regular
Maximum line length: 19″

Legend Group 2: Division or District Name (optional). Placed below 10.5″ Reverse Signature (6″ Castle).
Color: White
Typeface: 1.25″ Helvetica Regular

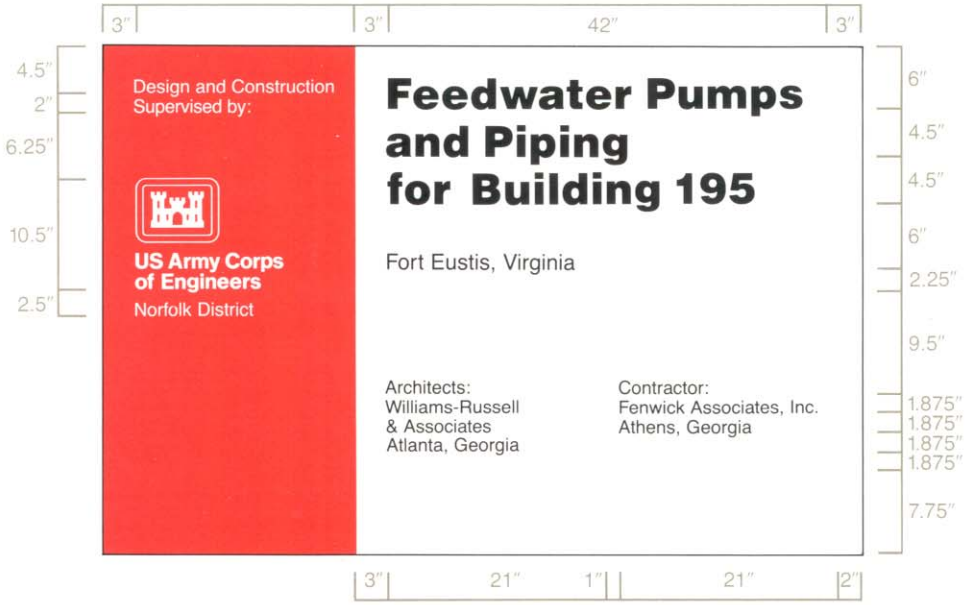
Legend Group 3: One- to three-line project title legend describes the work being done under this contract.
Color: Black
Typeface: 3″ Helvetica Bold
Maximum line length: 42″

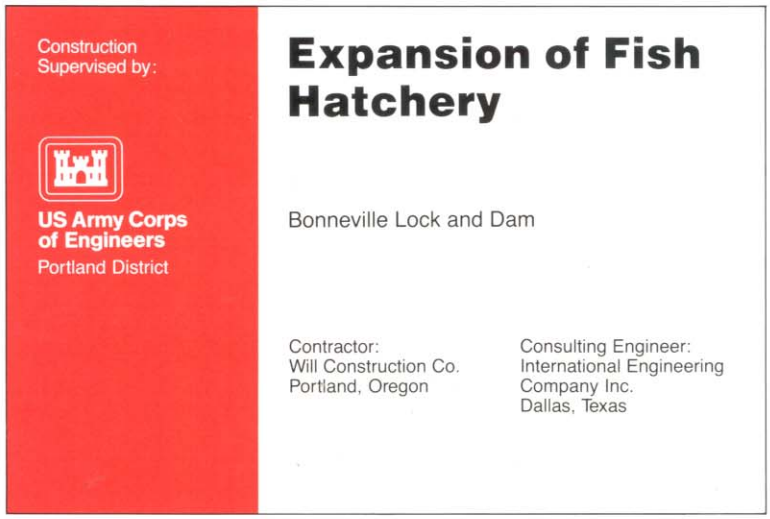
Legend Group 4: One- to two-line identification of project or facility (civil works) or name of sponsoring department (military).
Color: Black
Typeface: 1.5″ Helvetica Regular
Maximum line length: 42″

Cross-align the first line of Legend Group 4 with the first line of the Corps Signature (US Army Corps) as shown.

Legend Groups 5a-b: One- to five-line identification of prime contractors including: type (architect, general contractor, etc.), corporate or firm name, city, state. Use of Legend Group 5 is optional.
Color: Black
Typeface: 1.25″ Helvetica Regular
Maximum line length: 21″

All typography is flush left and rag right, upper and lower case with initial capitals only as shown. Letter- and word-spacing to follow Corps standards as specified in Appendix D.





Sign Type	Legend Size	Panel Size	Post Size	Specification Code	Mounting Height	Color Bkg/Lgd
CID-01	various	4″ x 6″	4″ x 4″	HDO-3	48″	WH-RD/BK

Each contractor's safety record is to be posted on Corps managed or supervised construction projects and mounted with the construction project identification sign specified on page 16.2.

The graphic format, color, size and typefaces used on the sign are to be reproduced exactly as specified below. The title with First Aid logo in the top section of the sign, and the performance record captions are standard for all signs of this type. Legend Groups 2 and 3 below identify the project and the contractor and are to be placed on the sign as shown.

Safety record numbers are mounted on individual metal plates and are screw-mounted to the background to allow for daily revisions to posted safety performance record.

Special applications or situations not covered in these guidelines should be referred to the District/Division sign coordinator.

Legend Group 1: Standard two-line title "Safety is a Job Requirement", with (8" od.) Safety Green First Aid logo. Color: To match PMS 347
Typeface: 3" Helvetica Bold
Color: Black

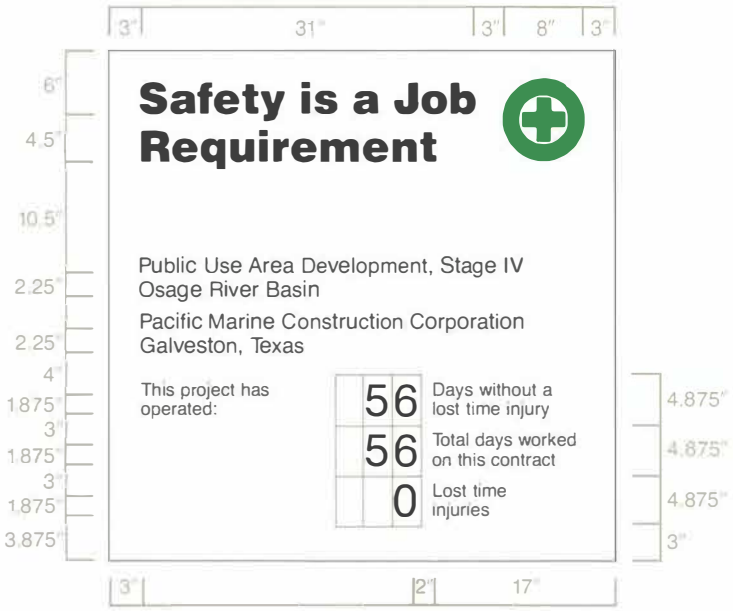
Legend Group 2: One- to two-line project title legend describes the work being done under this contract and name of host project.
Color: Black
Typeface: 1.5" Helvetica Regular
Maximum line length: 42"

Legend Group 3: One- to two-line identification: name of prime contractor and city, state address.
Color: Black
Typeface: 1.5" Helvetica Regular
Maximum line length: 42"

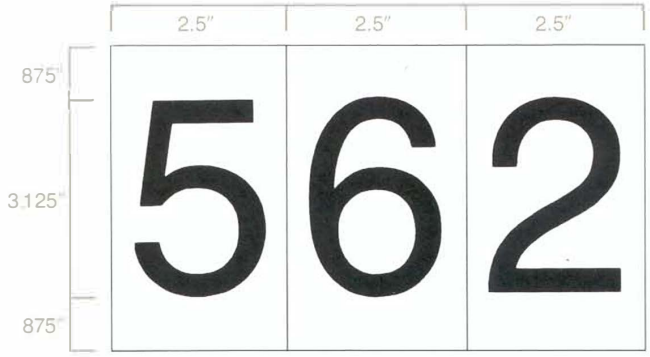
Legend Group 4: Standard safety record captions as shown.
Color: Black
Typeface: 1.25" Helvetica Regular

Replaceable numbers are to be mounted on white .060 aluminum plates and screw-mounted to background.
Color: Black
Typeface: 3" Helvetica Regular
Plate size: 2.5" x .5"

All typography is flush left and rag right, upper and lower case with initial capitals only as shown. Letter- and word-spacing to follow Corps standards as specified in Appendix D.



Sign Type	Legend Size	Panel Size	Post Size	Specification Code	Mounting Height	Color Bkg/Lgd
CID-02	various	4" x 4"	4" x 4"	HDO-3	48"	WH/BK-GR



All Construction Project Identification signs and Safety Performance signs are to be fabricated and installed as described below. The signs are to be erected at a location designated by the contracting officer and shall conform to the size, format, and typographic standards shown on pages 16.2-3. Detailed specifications for HDO plywood panel preparation are provided in Appendix B.

Shown below the mounting diagram is a panel layout grid with spaces provided for project information. Photocopy this page and use as a worksheet when preparing sign legend orders.

For additional information on the proper method to prepare sign panel graphics, contact the District sign coordinator.

The sign panels are to be fabricated from .75" High Density Overlay Plywood. Panel preparation to follow HDO specifications provided in Appendix B.

Sign graphics to be prepared on a white non-reflective vinyl film with positionable adhesive backing.

All graphics except for the Communications Red background with Corps signature on the project sign are to be die-cut or computer-cut non-reflective vinyl, pre-spaced legends prepared in the sizes and typefaces specified and applied to the background panel following the graphic formats shown on pages 16.2-3.

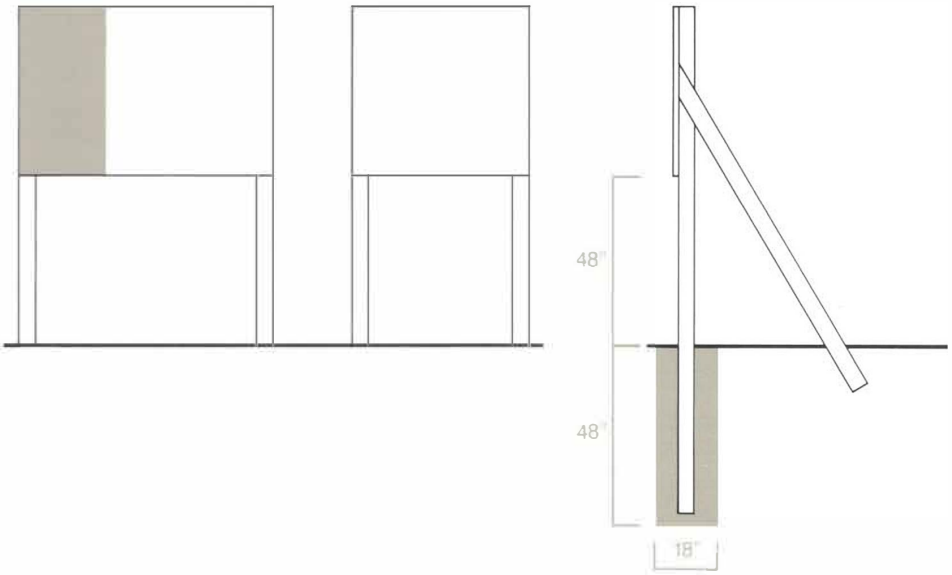
The 2' x 4' Communications Red panel (to match PMS-032) with full Corps signature (reverse version) is to be screen printed on the white background. Identification of the District or Division may be applied under the signature with white cut vinyl letters prepared to Corps standards. Large scale reproduction artwork for the signature is provided on page 4.8 (photographically enlarge from 6.875" to 10.5").

Drill and insert six (6) .375" T-nuts from the front face of the HDO sign panel. Position holes as shown. Flange of T-nut to be flush with sign face.

Apply graphic panel to prepared HDO plywood panel following manufacturers' instructions.

Sign uprights to be structural grade 4" x 4" treated Douglas Fir or Southern Yellow Pine, No.1 or better. Post to be 12' long. Drill six (6) .375" mounting holes in uprights to align with T-nuts in sign panel. Countersink (.5") back of hole to accept socket head cap screw (4" x .375").

Assemble sign panel and uprights. Embed assembled sign panel and uprights in 4' hole. Local soil conditions and/or wind loading may require bolting additional 2" x 4" struts on inside face of uprights to reinforce installation as shown.



Construction Project Sign
Legend Group 1: Corps Relationship

1. _____
2. _____

Legend Group 2: Division/District Name

1. _____
2. _____

Legend Group 3: Project Title

1. _____
2. _____
3. _____

Legend Group 4: Facility Name

1. _____
2. _____

Legend Group 5a: Contractor/A&E

1. _____
2. _____
3. _____
4. _____
5. _____

Legend Group 5b: Contractor/A&E

1. _____
2. _____
3. _____
4. _____
5. _____

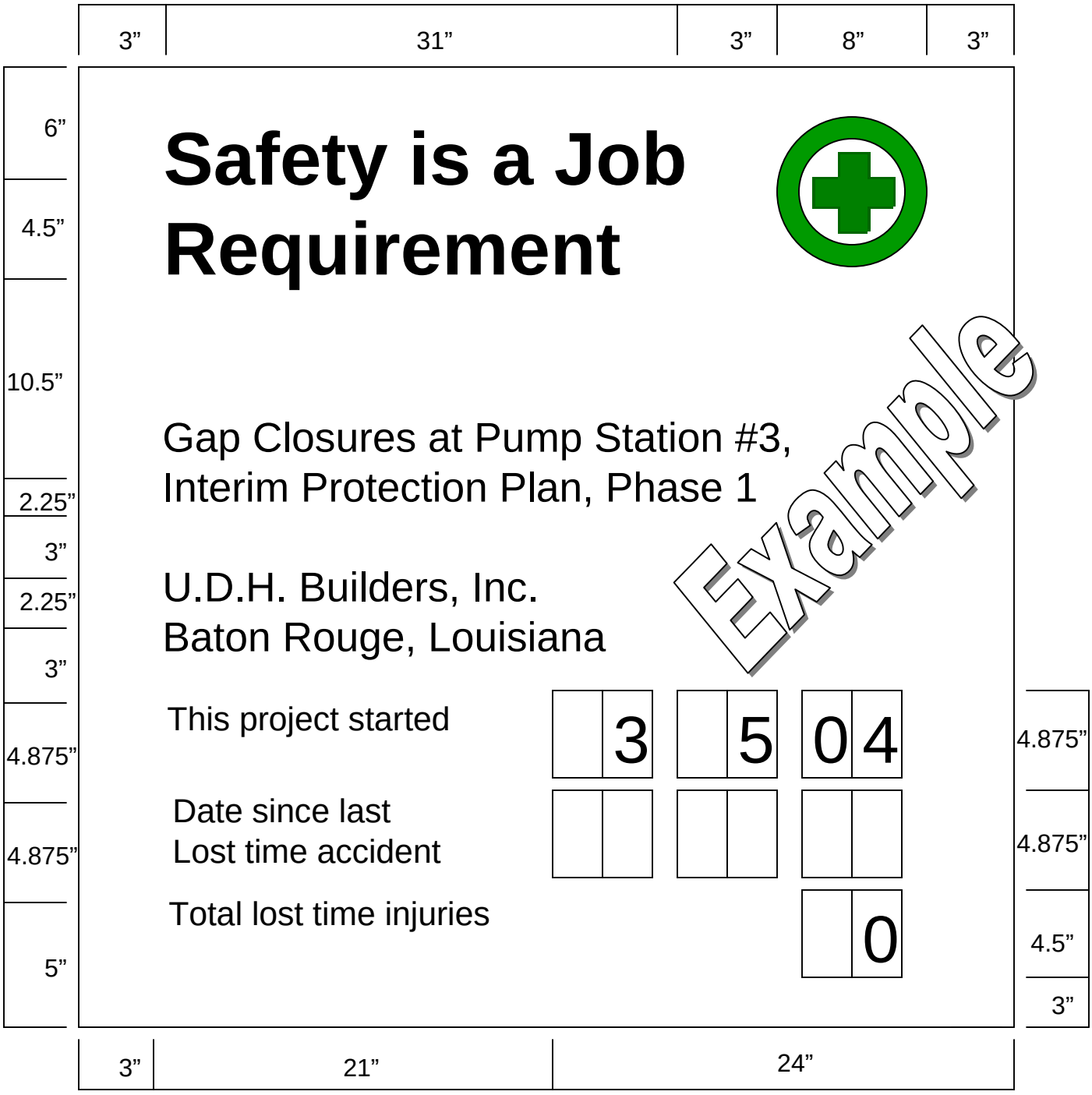
Safety Performance Sign
Legend Group 1: Project Title

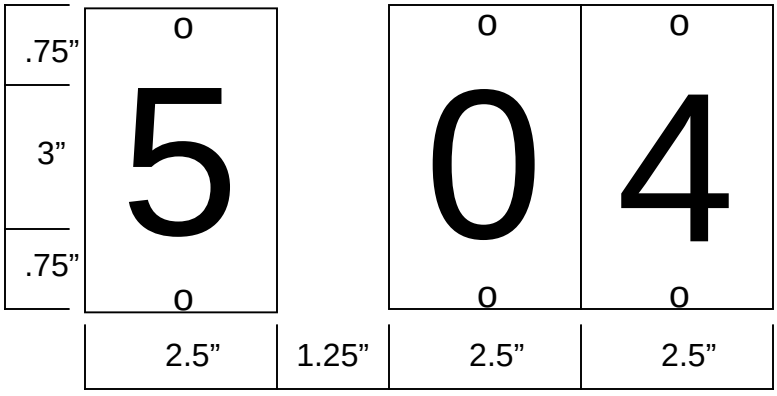
1. _____
2. _____

Legend Group 2: Contractor/A&E

1. _____
2. _____

3″
21″
3″
42″
3″
Design and Construction
Supervised by:
US Army Corps
of Engineers
New Orleans District
U.S.ARMY
7.875″
Replacement of
North Spillway
Gates
Vertically center the featured text group for the project location (below), depending on the number of text lines in the above project title.
Lock and Dam 12
Mississippi River
Contractor:
Oscar Construction Co.
Kansas City, Missouri
Consulting Engineer:
Wilmington, Rotheau, and
Eddings Engineering, Inc.
Chicago, Illinois
21″
1″
21″
2″


3”
31”
3”
8”
3”
6”
4.5”
10.5”
2.25”
3”
2.25”
3”
4.875”
4.875”
5”
Safety is a Job Requirement
Example
Gap Closures at Pump Station #3,
Interim Protection Plan, Phase 1
U.D.H. Builders, Inc.
Baton Rouge, Louisiana
This project started
3
5
0 4
Date since last
Lost time accident
Total lost time injuries
0
4.875”
4.875”
4.5”
3”
3”
21”
24”


.75”
3”
.75”
5
0 4
2.5”
1.25”
2.5”
2.5”

(NOT TO SCALE)

SECTION TABLE OF CONTENTS

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01 33 00

SUBMITTAL PROCEDURES

04/30

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-- End of Section Table of Contents --

SECTION 01 33 00

SUBMITTAL PROCEDURES
04/30

PART 1 GENERAL

1.1 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for submittal requirements as specified herein. Payment for the work covered under this section shall be distributed throughout the existing bid items. Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

1.2 DEFINITIONS

1.2.1 Submittal Descriptions (SD)

Submittals requirements are specified in the technical sections. Submittals are identified by SD numbers and titles as follows.

SD-01 Preconstruction Submittals

Certificates of insurance.
Surety bonds.
List of proposed subcontractors.
List of proposed products.
Construction Progress Schedule.
Submittal register.
Schedule of prices.
Health and safety plan.
Plan of operation.
Quality control plan.
Environmental protection plan.
Traffic Control Plan.

SD-02 Shop Drawings

Drawings, diagrams and schedules specifically prepared to illustrate some portion of the work.

Diagrams and instructions from a manufacturer or fabricator for use in producing the product and as aids to the Contractor for integrating the product or system into the project.

Drawings prepared by or for the Contractor to show how multiple systems and interdisciplinary work will be coordinated.

SD-05 Design Data

Design calculations, mix designs, analyses or other data pertaining to a part of work.

SD-06 Test Reports

Report signed by authorized official of testing laboratory that a

material, product or system identical to the material, product or system to be provided has been tested in accord with specified requirements. (Testing must have been within three years of date of contract award for the project.)

Report which includes findings of a test required to be performed by the Contractor on an actual portion of the work or prototype prepared for the project before shipment to job site.

Report which includes finding of a test made at the job site or on sample taken from the job site, on portion of work during or after installation.

Investigation reports.

Daily logs and checklists.

Final acceptance test and operational test procedure.

SD-07 Certificates

Statements printed on the manufacturer's letterhead and signed by responsible officials of manufacturer of product, system or material attesting that product, system or material meets specification requirements. Must be dated after award of project contract and clearly name the project.

Document required of Contractor, or of a manufacturer, supplier, installer or subcontractor through Contractor, the purpose of which is to further quality of orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel qualifications.

Confined space entry permits.

Text of posted operating instructions.

SD-09 Manufacturer's Field Reports

Documentation of the testing and verification actions taken by manufacturer's representative at the job site, in the vicinity of the job site, or on a sample taken from the job site, on a portion of the work, during or after installation, to confirm compliance with manufacturer's standards or instructions. The documentation must be signed by an authorized official of a testing laboratory or agency and must state the test results; and indicate whether the material, product, or system has passed or failed the test.

Factory test reports.

SD-11 Closeout Submittals

Documentation to record compliance with technical or administrative requirements or to establish an administrative mechanism.

1.2.2 Approving Authority

Office or designated person authorized to approve submittal.

1.2.3 Work

As used in this section, on-site and off-site construction required by contract documents, including labor necessary to produce submittals, construction, materials, products, equipment, and systems incorporated or to be incorporated in such construction.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only or as otherwise designated. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Submittal Register; G

1.4 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.4.1 Government Approved

Governmental approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Clause in Section 00700 CONTRACT CLAUSES entitled, SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FAR 52.236-21), they are considered to be "shop drawings." Any reference to Government approval by the Contracting Officer (CO) includes the approving authority of the CO, the Administrative Contracting Officer (ACO), or the Contracting Officer's Representative (COR).

1.4.2 Information Only

All submittals not requiring Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

1.5 APPROVED SUBMITTALS

The Contracting Officer's approval of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the Contractor Quality Control (CQC) requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work. After submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.6 DISAPPROVED SUBMITTALS

The Contractor shall respond to all concerns expressed by the Contracting

Officer and promptly make any corrections necessary to address those concerns. The Contractor shall promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Clause in Section 00700 CONTRACT CLAUSES entitled, CHANGES (FAR 52.243-4), shall be given promptly to the Contracting Officer.

1.7 GENERAL

The Contractor shall submit all items listed on the Submittal Register (ENG Form 4288) or specified in the other sections of these specifications. The Contractor shall make submittals as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) representative and each item shall be stamped, signed, and dated by the CQC representative indicating action taken. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Safety Data Sheets (SDS) and in compliance with existing laws and regulations.

1.8 SUBMITTAL REGISTER

At the end of this section is a submittal register showing items of equipment and materials for which submittals are required by the specifications; this submittal register may not be all inclusive and additional submittals may be required. The Contractor shall maintain a submittal register for the project in accordance with Section 01 45 00.15 10 RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE (RMS CM). The Government will provide the initial submittal register in electronic format. Thereafter,the Contractor shall maintain a complete list of all submittals, including completion of all data columns. Dates on which submittals are received and returned by the Government will be included in its export file to the Contractor. The Contractor shall track all submittals.

1.9 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of 30 calendar days exclusive of mailing time) shall be allowed and shown on the register for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals.

1.10 TRANSMITTAL FORM (ENG FORM 4025)

The transmittal form (ENG Form 4025) attached to this section shall be used for submitting both Government-approved and information-only submittals in accordance with the instructions on the reverse side of the form. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care shall be exercised to ensure proper listing of the contract specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item. In order to expedite review of submittals, an electronic copy of all submittals shall be sent to the Contracting Officer's Representative along with the hard copies. Each submittal shall be submitted in electronic form. Electronic files shall be .pdf, .dgn, .doc, .docx, or other format acceptable to the Contracting Officer's Representative.

1.11 SUBMITTAL PROCEDURES

Submittals shall be made as follows:

1.11.1 Procedures

Procedures for submittals will be stipulated by the Contracting Officer at the preconstruction conference.

1.11.2 Deviations

For submittals which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

1.12 CONTROL OF SUBMITTALS

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

1.13 GOVERNMENT APPROVED SUBMITTALS

All submittals shall be received through RMS, including any attachments. Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. The Contractor shall provide at least one (1) hard copy to the Government Inspector of all submittals. This copy will be retained by the Contracting Officer. If the Contractor requires the return of any hard copies for their records, these copies shall be provided in addition to the one (1) Government copy at the time of submittal.

1.14 INFORMATION ONLY SUBMITTALS

Normally submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work;

and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe. The Contractor shall also submit electronic copies (i.e., .pdf files) of all submittals to expedite the review and approval process.

1.15 STAMPS

Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

CONTRACTOR (Firm Name)   _____ Approved _____ Approved with corrections as noted on submittal data and/or attached sheets(s).   SIGNATURE: _____ TITLE: _____ DATE: _____

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

-- End of Section --

SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION
Freshwater Bayou Maintenance Dredging 26-1

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAG # RAPH	CLASSIFICATION	GOVT OR A/E REVWR	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION			APPROVING AUTHORITY				MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
							SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION	DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION		
(a)	(b)	(c)	(d)	(e)	(f)		(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		01 33 00	SD-01 Preconstruction Submittals															
			Submittal Register	1.7	G													
		01 35 26	SD-01 Preconstruction Submittals															
			Accident Prevention Plan (APP)	1.9.1	G													
			SD-06 Test Reports															
			Accident Reports	1.13.2	G													
			LHE Inspection Reports	1.13.3														
			Monthly Exposure Reports	1.6	G													
			SD-07 Certificates															
			Activity Hazard Analysis (AHA)	1.10	G													
			Certificate of Compliance	1.13.4														
			Hot Work Permit	1.14														
			Standard Lift Plan	1.13.4.2	G													
			Critical Lift Plan	1.13.4.2	G													
		01 45 04.00 10	SD-01 Preconstruction Submittals															
			Contractor Quality Control Plan	3.2	G CD													
		01 57 20.01 12	SD-01 Preconstruction Submittals															
			Environment Pollution Control	1.5.1	G ODT													
			Plan															
		01 78 02.00 10	SD-02 Shop Drawings															
			As-Built Drawings	1.3.1	G EDC													
		02 21 10.00 12	SD-02 Shop Drawings															
			Preliminary Field Survey	3.1.3	G CD													
			Preliminary Field Survey	3.1.3	G CD													
			Before and After Dredging Cross	3.1.4														
			Sections															

SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION
Freshwater Bayou Maintenance Dredging 26-1

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAG# RAPH	CLASSIFICATION	GOVT OR A/E REVWR	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		APPROVING AUTHORITY					MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
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(a)	(b)	(c)	(d)	(e)	(f)		(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		02 21 10.00 12	Disposal Area Surveys	3.1.6														
			SD-05 Design Data															
			Compiled Survey Data	1.7.5.2	G	CD												
			Compiled Survey Data	1.7.5.2	G	CD												
			Preliminary Field Survey	3.1.3	G	ED												
			Before and After Dredging Cross	3.1.4														
			Sections															
			Disposal Area Surveys;	3.1.6	G	ED												
			After Dredging Profiles	3.1.5	G	EDC												
			SD-09 Manufacturer’s Field															
			Reports															
			Calibration checks	3.1.1														
		35 20 23.00 12	SD-01 Preconstruction Submittals															
			Dredge Plant Data	1.7.2														
			Plan of Operation	3.2.2	G	EDC												
			Disposal of Dredged Material	3.3.5	G	EDC												
			Access Plan	1.5.3	G	EDC												
			Construction Schedule	1.5.4	G	CDC												
			SD-07 Certificates															
			Certified Letters	3.2.2	G	EDC												
			SD-11 Closeout Submittals															
			Report of Operations	1.5.2	G	EDC												
		35 20 23.33	SD-01 Preconstruction Submittals															
			Dredge Plant Instrumentation	1.5	G	OM												
			Plan															
			SD-07 Certificates															

SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION
Freshwater Bayou Maintenance Dredging 26-1

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAG # RAPH	CLASSIFICATION	GOVT OR A/E REVWR	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION			APPROVING AUTHORITY				MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
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(a)	(b)	(c)	(d)	(e)	(f)		(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		35 20 23.33	National Dredging Quality Management Program Certification	1.4	G EDC													

U.S. Army Corps of Engineers (USACE)

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE

For use of this form, see ER 415-1-10; the proponent agency is CECW-CE.

DATE	TRANSMITTAL NO.

SECTION I - REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS (*This section will be initiated by the contractor*)

TO:	FROM:	CONTRACT NO.	CHECK ONE: ☐ THIS IS A NEW TRANSMITTAL ☐ THIS IS A RESUBMITTAL OF TRANSMITTAL _____

SPECIFICATION SEC. NO. (*Cover only one section with each transmittal*)	PROJECT TITLE AND LOCATION	THIS TRANSMITTAL IS FOR: (*Check one*) ☐ FIO ☐ GA ☐ DA ☐ CR ☐ DA/CR ☐ DA/GA

ITEM NO. (*See Note 3*) **a.**	**DESCRIPTION OF SUBMITTAL ITEM** (*Type size, model number/etc.*) **b.**	**SUBMITTAL TYPE CODE** (*See Note 8*) **c.**	**NO. OF COPIES** **d.**	**CONTRACT DOCUMENT REFERENCE**		**CONTRACTOR REVIEW CODE** **g.**	**VARIATION** Enter "Y" if requesting a variation (*See Note 6*) **h.**	**USACE ACTION CODE** (*Note 9*) **i.**
				SPEC. PARA. NO. **e.**	**DRAWING SHEET NO.** **f.**			

REMARKS

I certify that the above submitted items had been reviewed in detail and are correct and in strict conformance with the contract drawings and specifications except as otherwise stated.

NAME OF CONTRACTOR	SIGNATURE OF CONTRACTOR

SECTION II - APPROVAL ACTION

ENCLOSURES RETURNED (*List by item No.*)	NAME AND TITLE OF APPROVING AUTHORITY	SIGNATURE OF APPROVING AUTHORITY	DATE

INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.

2. Each Transmittal shall be numbered consecutively. The Transmittal Number typically includes two parts separated by a dash (-). The first part is the specification section number. The second part is a sequential number for the submittals under that spec section. If the Transmittal is a resubmittal, then add a decimal point to the end of the original Transmittal Number and begin numbering the resubmittal packages sequentially after the decimal.

3. The "Item No." for each entry on this form will be the same "Item No." as indicated on ENG FORM 4288-R.

4. Submittals requiring expeditious handling will be submitted on a separate ENG Form 4025-R.

5. Items transmitted on each transmittal form will be from the same specification section. Do not combine submittal information from different specification sections in a single transmittal.

6. If the data submitted are intentionally in variance with the contract requirements, indicate a variation in column h, and enter a statement in the Remarks block describing he detailed reason for the variation.

7. ENG Form 4025-R is self-transmitting - a letter of transmittal is not required.

8. When submittal items are transmitted, indicate the "Submittal Type" (*SD-01 through SD-11*) in column c of Section I.
   Submittal types are the following:
   SD-01 - Preconstruction SD-02 - Shop Drawings SD-03 - Product Data SD-04 - Samples SD-05 - Design Data SD-06 - Test Reports
   SD-07 - Certificates SD-08 - Manufacturer's Instructions SD-09 - Manufacturer's Field Reports SD-10 - O&M Data SD-11 - Closeout

9. For each submittal item, the Contractor will assign Submittal Action Codes in column g of Section I. The U.S. Army Corps of Engineers approving authority will assign Submittal Action Codes in column i of Section I. The Submittal Action Codes are:

   A -- Approved as submitted.
   B -- Approved, except as noted on drawings. Resubmission not required.
   C -- Approved, except as noted on drawings. Refer to attached comments. Resubmission required.
   D -- Will be returned by separate correspondence.
   E -- Disapproved. Refer to attached comments.
   F -- Receipt acknowledged.
   X -- Receipt acknowledged, does not comply with contract requirements, as noted.
   G -- Other action required *(Specify)*
   K -- Government concurs with intermediate design. (*For D-B contracts*)
   R -- Design submittal is acceptable for release for construction. (*For D-B contracts*)

10. Approval of items does not relieve the contractor from complying with all the requirements of the contract.

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SECTION 01 35 26

GOVERNMENTAL SAFETY REQUIREMENTS

05/24, CHG 1: 05/25

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SECTION 01 35 26

GOVERNMENTAL SAFETY REQUIREMENTS
05/24, CHG 1: 05/25

PART 1 GENERAL

1.1 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for the safety requirements as specified herein. Payment for work covered under this section shall be distributed throughout the existing bidding schedule items.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

AMERICAN SOCIETY OF SAFETY PROFESSIONALS (ASSP)

ANSI/ASSP A10.34	(2021) Protection of the Public on or Adjacent to Construction Sites
ANSI/ASSP A10.44	(2020) Control of Energy Sources (Lockout/Tagout) for Construction and Demolition Operations

ASTM INTERNATIONAL (ASTM)

ASTM F855	(2020) Standard Specifications for Temporary Protective Grounds to Be Used on De-energized Electric Power Lines and Equipment

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)

IEEE 1048	(2016) Guide for Protective Grounding of Power Lines
IEEE C2	(2023) National Electrical Safety Code

INTERNATIONAL SAFETY EQUIPMENT ASSOCIATION (ISEA)

ANSI/ISEA Z89.1	(2014; R 2019) American National Standard for Industrial Head Protection

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 51B	(2024) Standard for Fire Prevention During Welding, Cutting, and Other Hot Work
NFPA 70	(2026) National Electrical Code
NFPA 70E	(2024) Standard for Electrical Safety in the Workplace

NFPA 241	(2022; ERTA 22-1) Standard for Safeguarding Construction, Alteration, and Demolition Operations

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1	(2024) Safety -- Safety and Occupational Health (SOH) Requirements

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

29 CFR 1910	Occupational Safety and Health Standards
29 CFR 1915	Confined and Enclosed Spaces and Other Dangerous Atmospheres in Shipyard Employment
29 CFR 1926	Safety and Health Regulations for Construction
CPL 2.100	(1995) Application of the Permit-Required Confined Spaces (PRCS) Standards, 29 CFR 1910.146

1.3 DEFINITIONS

The following definitions are for the convenience of the reader. If there is a referenced document in the text of this specification section, that is the document that should define terms for that paragraph. If further clarification is needed, contact the Contracting Officer.

1.3.1 Site Safety and Health Officer (SSHO)

A Contractor Employee that is responsible for overseeing and ensuring implementation of the prime Contractor's Safety and Occupational Health (SOH) program according to the Contract, EM 385-1-1, applicable federal, state, and local requirements.

1.3.1.1 Level One SSHO

A designated employee with full-time SOH responsibility that meets and follows the requirements of EM 385-1-1.

1.3.1.2 Level Two SSHO

A designated employee with Level Two SSHO responsibility that meets and follows the requirements of EM 385-1-1. Level Two SSHOs cannot be assigned to projects that have a residual Risk Assessment Code (RAC) of high or extremely high.

1.3.1.3 Level Three SSHO

A designated Qualified Person or Competent Person with SOH responsibility that meets and follows the requirements of EM 385-1-1. Level 3 SSHOs cannot be assigned to projects that have a residual RAC of high or extremely high.

1.3.1.4 Alternate SSHO

An employee that meets the definition of the contract-required level SSHO, but is not the primary SSHO.

1.3.2 Competent Person (CP)

The CP is a person designated in writing, who, through training, knowledge and experience, is capable of identifying, evaluating, and addressing existing and predictable hazards in the working environment or working conditions that are unsanitary, hazardous, or dangerous to personnel, and who has authorization to take prompt corrective measures to eliminate them.

1.3.3 Qualified Person (QP)

The QP is a person designated in writing, who, by possession of a recognized degree, certificate, or professional standing, or extensive knowledge, training, and experience, has successfully demonstrated their ability to solve or resolve problems related to the subject matter, the work, or the project.

1.4 SUBMITTALS

Government Acceptance or Approval does not remove responsibility from the Contractors for their actions or liability.

Government approval is required for submittals with a "G" classification. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Accident Prevention Plan (APP); G

SD-06 Test Reports

Accident Reports; G

LHE Inspection Reports

Monthly Exposure Reports; G

SD-07 Certificates

Activity Hazard Analysis (AHA); G

Certificate of Compliance

Hot Work Permit

Standard Lift Plan; G

Critical Lift Plan; G

1.5 PUBLIC HEALTH EMERGENCIES

In the event of a declared public health emergency, follow safety precautions as required by the Occupational Safety and Health Administration (OSHA) www.osha.gov, the Centers for Disease Control and

Prevention (CDC) www.cdc.gov, and as required by federal, state and local requirements.

1.6 MONTHLY EXPOSURE REPORTS

Provide a Monthly Exposure Report by the fifth day of each month for the previous month. This report is a compilation of employee-hours worked each month for all site workers, both Prime and subcontractor. Failure to submit the report may result in retention of up to 10 percent of the progress payment.

1.7 REGULATORY REQUIREMENTS

In addition to the detailed requirements included in the provisions of this Contract, comply with the most recent edition of USACE EM 385-1-1, and the following federal, state, and local laws, ordinances, criteria, rules and regulations at the date of the Solicitation for this Contract. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting work. Where the requirements of this specification, applicable laws, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirements govern.

1.8 SITE QUALIFICATIONS, DUTIES, AND MEETINGS

1.8.1 Site Safety and Health Officer (SSHO)

1.8.1.1 Qualifications of SSHO

All SSHOs will have met the training, experience requirements identified in the EM 385-1-1 and this Contract.

1.8.1.2 Duties of SSHO

All SSHOs will carry out the roles and responsibilities as identified in this Contract and the EM 385-1-1. All SSHOs will be designated on an ENG Form 6282, provided by the Contracting Officer. Superintendent, QC Manager, and SSHO are subject to dismissal if their required duties are not being effectively carried out. If either the Superintendent, QC Manager, or SSHO are dismissed, project work will be stopped and will not be allowed to resume until a suitable replacement is approved and the above duties are again being effectively carried out.

1.8.1.3 Safety Meetings

Conduct safety meetings to review past activities, plan for new or changed operations, review pertinent aspects of appropriate AHA (by trade), establish safe working procedures for anticipated hazards, and provide pertinent Safety and Occupational Health (SOH) training and motivation. Conduct meetings at least once a month for all supervisors at the project location. The SSHO, supervisors, or foremen must conduct meetings at least once a week for the trade workers. Document meeting minutes to include the date, persons in attendance, subjects discussed, and names of individual(s) who conducted the meeting. Maintain documentation on-site and furnish copies to the Contracting Officer on request. Notify the Contracting Officer of all scheduled meetings 7 calendar days in advance.

1.8.2 Roles and Responsibilities of Prime Contractor and SSHO

The Prime Contractor and SSHO must ensure that the requirements of all

applicable OSHA and EM 385-1-1 are met for the project. The Prime Contractor must ensure an SSHO or an equally qualified Alternate SSHO(s) is at the worksite at all times to implement and administer the Contractor's safety program and Government accepted Accident Prevention Plan. If the required SSHO has to temporarily (that is, up to 24 hours / 1 day) leave the site of work due to unforeseen or emergency situations, a Level One, Two, or Three SSHO may be used in the interim and must be on the site of work at all times when work is being performed.

If the SSHO must be off-site for a period longer than 24 hours / 1 day, a qualified alternate that meets the contract requirements must be onsite.

a. Prime contractor must ensure all SSHOs will:

(1) Are designated on an ENG Form 6282.

(2) Meet minimum training and experience requirements identified in EM 385-1-1.

(3) Execute roles and responsibilities identified in EM 385-1-1.

1.8.3 Contract Site Safety And Health Officer(s)(SSHOs) Minimum Requirements

Provide a minimum of one Level One SSHO that meets the requirements of EM 385-1-1 for this project.

1.8.4 Dredging Contract Site Safety and Health Officer(s)(SSHOs) Requirements

1.8.4.1 Dredging SSHO Personnel Requirements

a. Provide a minimum of one primary Level One SSHO assigned for the primary shift.

Note: Hopper Dredges with U.S. Coast Guard, credentialed crews the prime contractor may designate a Level Two SSHO in lieu of having a Level one SSHO onboard.

b. For a project involving multiple work shifts, provide a minimum of a Level One SSHO for each additional shift.

c. For individual dredging projects the prime contractor will designate additional Level Three SSHOs at locations where the primary Level One SSHO is not located (example: on dredge, tug, material placement site).

Examples of one dredging project site is reflected in each of the following:

(1) a mechanical dredge, tug(s) and scow(s), scow route, and material placement site; or

(2) a hydraulic pipeline dredge, attendant plant, and material placement site; or,

(3) a hopper dredge (include land-based material placement site - if applicable.)

d. Designated SSHOs must be present at the project site, located so that they have full mobility and reasonable access to all major work

operations and must be available during their shift for immediate verbal consultation and notification.

e. Designated Level One and Two SSHOs must have direct report authority to a senior project (or corporate) management official.

f. Designated Level Three SSHOs must report potential safety and occupational health hazards, incidents, and concerns to the Level One or Two SSHO on shift.

g. Level One and Level Two SSHOs for dredging must have a minimum of 3 years experience in one of the following areas:

(1) Supervising/managing dredging activities.

(2) Supervising/managing marine construction activities.

(3) Supervising/managing land-based construction activities.

(4) Work managing safety programs or processes.

(5) Conducting hazard analyses and developing controls in activities or environments with similar hazards.

1.8.5 Competent Person for Confined Space Entry

Provide a CP for Confined Space Entry who meets the requirements of EM 385-1-1 and herein. The CP for Confined Space Entry must supervise the entry into each confined space in accordance with EM 385-1-1.

1.8.6 Preconstruction Conference

a. Contractor representatives who have a responsibility or significant role in accident prevention on the project must attend the preconstruction conference. This includes the project superintendent, Site Safety and Occupational Health Officer, quality control manager, or any other assigned safety and health professionals who participated in the development of the APP (including the Activity Hazard Analyses (AHAs) and special plans, program and procedures associated with it).

b. Discuss the details of the submitted APP to include incorporated plans, programs, procedures and a listing of anticipated AHAs that will be developed and implemented during the performance of the Contract. This list of proposed AHAs will be reviewed and an agreement will be reached between the Contractor and the Contracting Officer as to which phases will require an analysis. In addition, establish a schedule for the preparation, submittal, and Government review of AHAs to preclude project delays. The creation of the APP and Schedule will be created after being given Notice to Proceed.

c. Deficiencies in the submitted APP, identified during the Contracting Officer's review, must be corrected, and the APP re-submitted for review prior to the start of construction. Work is not permitted to begin until an APP is established that is acceptable to the Contracting Officer.

1.9 ACCIDENT PREVENTION PLAN (APP)

1.9.1 Accident Prevention Plan (APP)

Submit the Accident Prevention Plan (APP) for review and acceptance by the Government at least 14 calendar days prior to the start, after being given Notice to Proceed. A competent person must prepare the written site-specific APP. Prepare the APP in accordance with the format and requirements of EM 385-1-1, ENG Form 6293, and herein. The APP must be job-specific and address any unusual or unique aspects of the project or activity for which it is written. The APP must interface with the Contractor's overall safety and occupational health program referenced in the APP in the applicable APP element, and made site-specific. Describe the methods to evaluate past safety performance of potential subcontractors in the selection process. Also, describe innovative methods used to ensure and monitor safe work practices of subcontractors. The Government considers the Prime Contractor to be the "controlling employer" for all worksite safety and health of the subcontractors. Contractors are responsible for informing their subcontractors of the safety provisions under the terms of the Contract and the penalties for noncompliance, coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out. The APP must be signed in accordance with the APP and ENG Form 6293 Accident Prevention Plan Worksheet. The SSHO must provide and maintain the APP and a log of signatures by each subcontractor foreman, attesting that they have read and understand the APP, and make the APP and log available on-site to the Contracting Officer. If English is not the foreman's primary language, the Prime Contractor must provide an interpreter.

Submit the APP to the Contracting Officer 7 calendar days prior to the date of the preconstruction conference for acceptance. Work cannot proceed without an accepted APP. Once reviewed and accepted by the Contracting Officer, the APP and attachments will be enforced as part of the Contract. Disregarding the provisions of this Contract or the accepted APP is cause for stopping of work, at the discretion of the Contracting Officer, until the matter has been rectified. Continuously review and amend the APP, as necessary, throughout the life of the Contract. Changes to the accepted APP must be made with the knowledge and concurrence of the Contracting Officer, project superintendent, SSHO and Quality Control Manager. Incorporate unusual or high-hazard activities not identified in the original APP as they are discovered. Should any severe hazard exposure (i.e., imminent danger) become evident, stop work in the area, secure the area, and develop a plan to remove the exposure and control the hazard. Notify the Contracting Officer within 24 hours of discovery. Eliminate and remove the hazard. In the interim, take all necessary action to restore and maintain safe working conditions in order to safeguard onsite personnel, visitors, the public (as defined by ANSI/ASSP A10.34), and the environment.

1.9.2 Names and Qualifications

Provide plans in accordance with the requirements outlined in EM 385-1-1, including the following:

a. Names and qualifications (resumes including education, training, experience and certifications) of site safety and health personnel designated to perform work on this project to include the designated

Site Safety and Health Officer and other competent and qualified personnel to be used. Specify the duties of each position.

b. As a minimum, designate and submit qualifications of Competent Persons (CP) for each of the following major areas: excavation; scaffolding; fall protection; hazardous energy; confined space; health hazard recognition, evaluation and control of chemical, physical and biological agents; and personal protective equipment and clothing to include selection, use and maintenance. Designate and submit qualifications for additional CPs as applicable to the work performed under this Contract.

1.9.3 Plans

Provide plans in the APP in accordance with the requirements outlined in EM 385-1-1, including the following:

1.10 ACTIVITY HAZARD ANALYSIS (AHA)

Before beginning each activity, task or Definable Feature of Work (DFOW) involving a type of work presenting hazards not experienced in previous project operations, or where a new work crew or subcontractor is to perform the work, the Contractor(s) performing that work activity must prepare an AHA. AHAs must be developed by the Prime Contractor, subcontractor, or supplier performing the work, and provided for Prime Contractor review and approval before submitting to the Contracting Officer. AHAs must be signed by the SSHO, Superintendent, QC Manager and the subcontractor Foreman performing the work. Format the AHA in accordance with EM 385-1-1 or as directed by the Contracting Officer. Submit the AHA for review at least 15 working days prior to the start of each activity task, or DFOW. The Government reserves the right to require the Contractor to revise and resubmit the AHA if it fails to effectively identify the work sequences, specific anticipated hazards, site conditions, equipment, materials, personnel and the control measures to be implemented.

AHAs must identify competent persons required for phases involving high risk activities, including confined entry, crane and rigging, excavations, trenching, electrical work, fall protection, and scaffolding.

1.10.1 AHA Management

Review the AHA list periodically (at least monthly) at the Contractor supervisory safety meeting, and update as necessary when procedures, scheduling, or hazards change. Use the AHA during daily inspections by the SSHO to ensure the implementation and effectiveness of the required safety and health controls for that work activity.

1.10.2 AHA Signature Log

Each employee performing work as part of an activity, task or DFOW must review the AHA for that work and sign a signature log specifically maintained for that AHA prior to starting work on that activity. The SSHO must maintain a signature log on site for every AHA. Provide employees whose primary language is other than English, with an interpreter to ensure a clear understanding of the AHA and its contents.

1.11 SITE SAFETY REFERENCE MATERIALS

Maintain safety-related references applicable to the project, including

those listed in paragraph REFERENCES. Maintain applicable equipment manufacturer's manuals.

1.12 EMERGENCY MEDICAL TREATMENT

Contractors must arrange for their own emergency medical treatment in accordance with EM 385-1-1. The Government has no responsibility to provide emergency medical treatment.

1.13 NOTIFICATIONS AND REPORTS

1.13.1 Accident Notification

Notify the Contracting Officer in accordance with the EM 385-1-1 Accident Reporting Timeline.

Table
Accident Reporting Required Timeline

Accident Type	**Notify KO or COR**	**Complete Final Accident Report on ENG 3394 and provide to KO or COR**
Fatality, in-patient hospitalization, amputation, eye loss, or property damage over $600,000.	Immediately, no later than (NLT) 8 Hours	Within 7 Days
All other accidents and near misses	Immediately, no later than (NLT) 24 Hours	Within 7 Days

Within notification include Contractor name; Contract title; type of Contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (for example, type of construction equipment used and PPE used). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted. Assist and cooperate fully with the Government's investigation(s) of any accident or near miss.

1.13.2 Accident Reports

a. Near Misses: Near miss reports are considered positive and proactive Contractor safety management actions.

1.13.3 LHE Inspection Reports

Submit LHE inspection reports required in accordance with EM 385-1-1 and as specified herein with Daily Reports of Inspections.

1.13.4 Certificate of Compliance and Pre-lift Plan/Checklist for LHE and Rigging

1.13.4.1 Certificate of Compliance

Provide a Certificate of Compliance for LHE utilized to perform work under this Contract in accordance with Section 16-7 of the EM 385-1-1. Post completed certificate on the crane.

1.13.4.2 Pre-Lift Plans

Develop either a Standard Lift Plan (SLP) or Critical Lift Plan (CLP) as required in accordance with EM 385-1-1. Utilize the Standard Lift Plan ENG Form 6203 for routine crane lifts and use the Critical Lift Plan ENR Form 6213 for non-routine crane lifts requiring more detailed planning and additional safety precautions, as defined by Chapter 16-2j of the EM 385-1-1. Submit lift plans to the Contracting Officer for approval within 15 calendar days in advance of planned lift.

1.14 HOT WORK PERMIT

1.14.1 Permit and Personnel Requirements

Submit and obtain a written permit prior to performing "Hot Work" (i.e., welding or cutting) or operating other flame-producing/spark producing devices, from the responsible party. A permit is required from the Explosives Safety Office for work in and around where explosives are processed, stored, or handled. Contractors are required to meet all criteria before a permit is issued. Provide at least two 20 pound 4A:20 BC rated extinguishers for normal "Hot Work". The extinguishers must be current inspection tagged, and contain an approved safety pin and tamper resistant seal. It is also mandatory to have a designated FIRE WATCH for any "Hot Work" done at this activity. The Fire Watch must be trained in accordance with NFPA 51B and remain on-site for a minimum of 1 hour after completion of the task or as specified on the hot work permit.

When starting work in the facility, require personnel to familiarize themselves with the location of the nearest fire alarm boxes and place in memory the emergency phone number. Report any fire, no matter how small, to the responsible fire department and Contracting Officer immediately.

1.14.2 Work Around Flammable Materials

Obtain permit approval from a NFPA Certified Marine Chemist, or Certified Industrial Hygienist for "Hot Work" within or around flammable materials (such as fuel systems or welding/cutting on fuel pipes) or confined spaces (such as sewer wet wells, manholes, or vaults) that have the potential for flammable or explosive atmospheres.

Whenever these materials, except beryllium and chromium (VI), are encountered in indoor operations, local mechanical exhaust ventilation systems that are sufficient to reduce and maintain personal exposures to within acceptable limits must be used and maintained in accordance with manufacturer's instruction and supplemented by exceptions noted in EM 385-1-1.

1.15 CONFINED SPACE ENTRY REQUIREMENTS

Confined space entry must comply with EM 385-1-1, 29 CFR 1926, 29 CFR 1910,

and Directive CPL 2.100. Any potential for a hazard in the confined space requires a permit system to be used.

1.15.1 Rescue Procedures and Coordination with Local Emergency Responders

Develop and implement an on-site rescue and recovery plan and procedures. The rescue plan must not rely on local emergency responders for rescue from a confined space.

1.16 SEVERE WEATHER PLAN FOR MARINE ACTIVITIES (SWPMA)

In the event of a severe storm warning, the Contractor must comply with the applicable Storm Plan and:

a. Secure outside equipment and materials and place materials that could be damaged in protected areas.

b. Check surrounding area, including roof, for loose material, equipment, debris, and other objects that could be blown away or against existing facilities.

c. Ensure that temporary erosion controls are adequate.

PART 2 PRODUCTS

PART 3 EXECUTION

3.1 CONSTRUCTION AND OTHER WORK

Comply with EM 385-1-1, NFPA 70, NFPA 70E, NFPA 241, the APP, the AHA, Federal and State OSHA regulations, and other related submittals and activity fire and safety regulations. The most stringent standard prevails.

PPE is governed in all areas by the nature of the work the employee is performing. Use personal hearing protection at all times in designated noise hazardous areas or when performing noise hazardous tasks. Safety glasses must be worn or carried/available on each person. Mandatory PPE includes:

a. Head Protection that meets ANSI/ISEA Z89.1

b. Long Pants

c. Appropriate Safety Footwear

d. Appropriate Class Reflective Vests

3.1.1 Worksite Communication

Employees working alone in a remote location or away from other workers must be provided an effective means of emergency communications (i.e., cellular phone, two-way radios, land-line telephones or other acceptable means). The selected communication must be readily available (easily within the immediate reach) of the employee and must be tested prior to the start of work to verify that it effectively operates in the area/environment. Develop an employee check-in/check-out communication procedure to ensure employee safety.

3.1.2 Hazardous Material Exclusions

Notwithstanding any other hazardous material used in this Contract, radioactive materials or instruments capable of producing ionizing/non-ionizing radiation (with the exception of radioactive material and devices used in accordance with EM 385-1-1 such as nuclear density meters for compaction testing and laboratory equipment with radioactive sources) as well as materials which contain asbestos, mercury or polychlorinated biphenyls, di-isocyanates, lead-based paint, and hexavalent chromium, are prohibited. The Contracting Officer, upon written request by the Contractor, may consider exceptions to the use of any of the above excluded materials. Low mercury lamps used within fluorescent lighting fixtures are allowed as an exception without further Contracting Officer approval. Notify the Radiation Safety Officer (RSO) prior to excepted items of radioactive material and devices being brought on base.

3.1.3 Unforeseen Hazardous Material

Contract documents identify materials such as PCB, lead paint, and friable and non-friable asbestos and other OSHA regulated chemicals (i.e., 29 CFR Part 1910.1000). If material(s) that can be hazardous to human health upon disturbance are encountered during demolition, repair, renovation, or construction operations, stop portions of work that would disturb the material and notify the Contracting Officer immediately. Within 14 calendar days the Government will determine if the material is hazardous. If material is not hazardous or poses no danger, the Government will direct the Contractor to proceed without change. If material is hazardous and handling of the material is necessary to accomplish the work, the Government will issue a modification.

3.2 UTILITY OUTAGE REQUIREMENTS

Apply for utility outages in sufficient time as to not result in impacts or delays to the project schedule. At a minimum, the written request must include the location of the outage, utilities being affected, duration of outage, any necessary sketches, and a description of the means to fulfill energy isolation requirements in accordance with EM 385-1-1. In accordance with EM 385-1-1, where outages involve Government or Utility personnel, coordinate with the Government on all activities involving the control of hazardous energy.

These activities include, but are not limited to, a review of Hazardous Energy Control Program (HECP) and HEC procedures, as well as applicable Activity Hazard Analyses (AHAs). In accordance with EM 385-1-1 and NFPA 70E, work on energized electrical circuits must not be performed without prior Government authorization. Government permission is considered through the permit process and submission of a detailed AHA. Energized work permits are considered only when de-energizing introduces additional or increased hazard or when de-energizing is infeasible.

3.3 OUTAGE COORDINATION MEETING

After the utility outage request is approved and prior to beginning work on the utility system requiring shut-down, conduct a pre-outage coordination meeting in accordance with EM 385-1-1. This meeting must include the Prime Contractor, the Prime and subcontractors performing the work, the Contracting Officer, and thePublic Utilities representative. All parties must fully coordinate HEC activities with one another. During the coordination meeting, all parties must discuss and coordinate on the scope

of work, HEC procedures (specifically, the lock-out/tag-out procedures for worker and utility protection), the AHA, assurance of trade personnel qualifications, identification of competent persons, and compliance with HECP training in accordance with EM 385-1-1. Clarify when personal protective equipment is required during switching operations, inspection, and verification.

3.4 CONTROL OF HAZARDOUS ENERGY (LOCKOUT/TAGOUT)

Provide and operate a Hazardous Energy Control Program (HECP) in accordance with EM 385-1-1, 29 CFR 1910, 29 CFR 1915, ANSI/ASSP A10.44, NFPA 70E.

3.4.1 Safety Preparatory Inspection Coordination Meeting with the Government or Utility

For electrical distribution equipment that is to be operated by Government or Utility personnel, the Prime Contractor and the subcontractor performing the work must attend the safety preparatory inspection coordination meeting, which will also be attended by the Contracting Officer's Representative, and required by EM 385-1-1. The meeting will occur immediately preceding the start of work and following the completion of the outage coordination meeting. Both the safety preparatory inspection coordination meeting and the outage coordination meeting must occur prior to conducting the outage and commencing with lockout/tagout procedures.

3.4.2 Lockout/Tagout Isolation

Where the Government or Utility performs equipment isolation and lockout/tagout, the Contractor must place their own locks and tags on each energy-isolating device and proceed in accordance with the HECP. Before any work begins, both the Contractor and the Government or Utility must perform energy isolation verification testing while wearing required PPE detailed in the Contractor's AHA and required by EM 385-1-1. Install personal protective grounds, with tags, to eliminate the potential for induced voltage in accordance with EM 385-1-1.

3.4.3 Lockout/Tagout Removal

Upon completion of work, conduct lockout/tagout removal procedure in accordance with the HECP. In accordance with EM 385-1-1, each lock and tag must be removed from each energy isolating device by the authorized individual or systems operator who applied the device. Provide formal notification to the Government (by completing the Government form if provided by Contracting Officer's Representative), confirming that steps of de-energization and lockout/tagout removal procedure have been conducted and certified through inspection and verification. Government or Utility locks and tags used to support the Contractor's work will not be removed until the authorized Government employee receives the formal notification.

3.5 FALL PROTECTION PROGRAM

Establish a fall protection program, for the protection of all employees exposed to fall hazards. Within the program include company policy, identify roles and responsibilities, education and training requirements, fall hazard identification, prevention and control measures, inspection, storage, care and maintenance of fall protection equipment and rescue and evacuation procedures in accordance with EM 385-1-1.

3.5.1 Fall Protection Equipment and Systems

Enforce use of personal fall protection equipment and systems designated (to include fall arrest, restraint, and positioning) for each specific work activity in the Site Specific Fall Protection and Prevention Plan and AHA at all times when an employee is exposed to a fall hazard. Protect employees from fall hazards as specified in EM 385-1-1.

Provide personal fall protection equipment, systems, subsystems, and components that comply with EM 385-1-1 and 29 CFR 1926.

3.5.1.1 Additional Personal Fall Protection Measures

In addition to the required fall protection systems, other protective measures such as safety skiffs, personal floatation devices, and life rings, are required when working above or next to water in accordance with EM 385-1-1. Personal fall protection systems and equipment are required when working from an articulating or extendible boom, swing stages, or suspended platform. In addition, personal fall protection systems are required when operating other equipment such as scissor lifts. The need for tying-off in such equipment is to prevent ejection of the employee from the equipment during raising, lowering, travel, or while performing work.

3.5.1.2 Personal Fall Protection Equipment

Only a full-body harness with a shock-absorbing lanyard or self-retracting lanyard is an acceptable personal fall arrest body support device. The use of body belts is not acceptable. Harnesses must have a fall arrest attachment affixed to the body support (usually a Dorsal D-ring) and specifically designated for attachment to the rest of the system. Snap hooks and carabineers must be self-closing and self-locking, capable of being opened only by at least two consecutive deliberate actions and have a minimum gate strength of 3,600 lbs in all directions. Use webbing, straps, and ropes made of synthetic fiber. The maximum free fall distance when using fall arrest equipment must not exceed 6 feet, unless the proper energy absorbing lanyard is used. Always take into consideration the total fall distance and any swinging of the worker (pendulum-like motion), that can occur during a fall, when attaching a person to a fall arrest system. Equip all full body harnesses with Suspension Trauma Preventers such as stirrups, relief steps, or similar in order to provide short-term relief from the effects of orthostatic intolerance in accordance with EM 385-1-1.

3.6 USE OF EXPLOSIVES

Explosives must not be used or brought to the project site without prior written approval from the Contracting Officer. Such approval does not relieve the Contractor of responsibility for injury to persons or for damage to property due to blasting operations.

Storage of explosives, when permitted on Government property, must be only where directed and in approved storage facilities. These facilities must be kept locked at all times except for inspection, delivery, and withdrawal of explosives.

3.7 ELECTRICAL

Perform electrical work in accordance with EM 385-1-1.

3.7.1 Electrical Work

As described in EM 385-1-1, electrical work is to be conducted in a de-energized state unless there is no alternative method for accomplishing the work. In those cases obtain an energized work permit from the Contracting Officer. The energized work permit application must be accompanied by the AHA and a summary of why the equipment/circuit needs to be worked energized. Underground electrical spaces must be certified safe for entry before entering to conduct work. Cables that will be cut must be positively identified and de-energized prior to performing each cut. Attach temporary grounds in accordance with ASTM F855 and IEEE 1048. Perform all high voltage cable cutting remotely using hydraulic cutting tool. When racking in or live switching of circuit breakers, no additional person other than the switch operator is allowed in the space during the actual operation. Plan so that work near energized parts is minimized to the fullest extent possible. Use of electrical outages clear of any energized electrical sources is the preferred method.

When working in energized substations, only qualified electrical workers are permitted to enter. When work requires work near energized circuits as defined by NFPA 70, high voltage personnel must use personal protective equipment that includes, as a minimum, electrical hard hat, safety footwear, insulating gloves and electrical arc flash protection for personnel as required by NFPA 70E. Insulating blankets, hearing protection, and switching suits may also be required, depending on the specific job and as delineated in the Contractor's AHA. Ensure that each employee is familiar with and complies with these procedures and 29 CFR 1910.

3.7.2 Qualifications

Electrical work must be performed by QP with verifiable credentials who are familiar with applicable code requirements. Verifiable credentials consist of State, National and Local Certifications or Licenses that a Master or Journeyman Electrician may hold, depending on work being performed, and must be identified in the appropriate AHA. Journeyman/Apprentice ratio must be in accordance with State, Local requirements applicable to where work is being performed.

3.7.3 Arc Flash

Conduct a hazard analysis/arc flash hazard analysis whenever work on or near energized parts greater than 50 volts is necessary, in accordance with NFPA 70E.

All personnel entering the identified arc flash protection boundary must be QPs and properly trained in NFPA 70E requirements and procedures. Unless permitted by NFPA 70E, no Unqualified Person is permitted to approach nearer than the Limited Approach Boundary of energized conductors and circuit parts. Training must be administered by an electrically qualified source and documented.

3.7.4 Grounding

Ground electrical circuits, equipment and enclosures in accordance with NFPA 70 and IEEE C2 to provide a permanent, continuous and effective path to ground unless otherwise noted by EM 385-1-1.

3.7.5 Testing

Temporary electrical distribution systems and devices must be inspected, tested and found acceptable for Ground-Fault Circuit Interrupter (GFCI) protection, polarity, ground continuity, and ground resistance before initial use, before use after modification and at least monthly. Monthly inspections and tests must be maintained for each temporary electrical distribution system, and signed by the electrical CP or QP.

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SECTION 01 42 00

SOURCES FOR REFERENCE PUBLICATIONS
07/06

PART 1 GENERAL

1.1 REFERENCES

Various publications are referenced in other sections of the specifications to establish requirements for the work. These references are identified in each section by document number, date and title. The document number used in the citation is the number assigned by the standards producing organization, (e.g. ASTM B 564 Nickel Alloy Forgings). However, when the standards producing organization has not assigned a number to a document, an identifying number has been assigned for reference purposes.

1.2 ORDERING INFORMATION

The addresses of the standards publishing organizations whose documents are referenced in other sections of these specifications are listed below, and if the source of the publications is different from the address of the sponsoring organization, that information is also provided. Documents listed in the specifications with numbers which were not assigned by the standards producing organization should be ordered from the source by title rather than by number.

ASTM INTERNATIONAL (ASTM)
100 Barr Harbor Drive, P.O. Box C700
West Conshohocken, PA 19428-2959
Ph: 610-832-9500
Fax: 610-832-9555
E-mail: service@astm.org
Internet: http://www.astm.org

INTERNATIONAL SAFETY EQUIPMENT ASSOCIATION (ISEA)
1901 North Moore Street
Arlington, VA 2ee09-1762
Ph: 703-525-1695
Fax: 703-528-2148
E-mail: isea@safety equipment.org
Internet: http://www.safetyequipment.org/

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)
445 Hoes Lane
Piscataway, NJ 08855-1331
Ph: 732-981-0060
Fax: 732-981-1712
E-mail: customer-services@ieee.org
Internet: http://www.ieee.org

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)
1 Batterymarch Park
Quincy, MA 02169-7471
Ph: 617-770-3000
Fax: 617-770-0700

E-mail: webmaster@nfpa.org
Internet: http://www.nfpa.org

U.S. ARMY CORPS OF ENGINEERS (USACE)
Order CRD-C DOCUMENTS from:
U.S. Army Engineer Research & Development Center
ATTN: Materials Testing Center
Building 6000
3909 Halls Ferry Road
Vicksburg, MS 39180-6199
Ph: 601-634-2496
Fax: 601-634-3242
E-mail: mtc-info@erdc.usace.army.mil
Internet: http://www.wes.army.mil/SL/MTC/handbook.htm

Order Other Documents from:
USACE Publications Depot
Attn: CEHEC-IM-PD
2803 52nd Avenue
Hyattsville, MD 20781-1102
Ph: 301-394-0081
Fax: 301-394-0084
E-mail: mtc-info@erdc@usace.army.mil
Internet: http://gsl.erdc.usace.army.mil/SL/MTC/

U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, DC 20460
Ph: 202-272-0167
Internet: http://www.epa.gov

--- Some EPA documents are available only from:
National Technical Information Service (NTIS)
5285 Port Royal Road
Springfield, VA 22161
Ph: 703-605-6585
Fax: 703-605-6900
E-mail: info@ntis.gov
Internet: http://www.ntis.gov

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)
8601 Adelphi Road
College Park, MD 20740-6001
Ph: 866-272-6272
Fax: 301-837-0483
Internet: http://www.archives.gov

Order documents from:
Superintendent of Documents
U.S.Government Printing Office (GPO)
732 North Capitol Street, NW
Washington, DC 20401
Ph: 202-512-1800
Fax: 202-512-2104
E-mail: contactcenter@gpo.gov
Internet: http://www.gpoaccess.gov

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SECTION 01 45 00.15 10

RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE (RMS CM)
11/23

PART 1 GENERAL

1.1 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for resident management system requirements as specified herein. Payment for the work covered under this section shall be distributed throughout the existing bid items.

1.2 REFERENCES

The publications listed below form a part of this section to the extent referenced. The publications are referred to within the text by the basic designation only.

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1	(2024) Safety -- Safety and Occupational Health (SOH) Requirements
RMS CM Guide	(2025) Resident Management System (RMS) User Manual For Contractors

1.3 CONTRACT ADMINISTRATION

The Government will use the Resident Management System (RMS) to assist in its monitoring and administration of this contract. The Government accesses the system using the Government Mode of RMS (RMS GM) and the Contractor accesses the system using the Contractor Mode (RMS CM), RMS CM Guide. The term RMS will be used in the remainder of this section for both RMS GM and RMS CM. The joint Government-Contractor use of RMS facilitates electronic exchange of information and overall management of the contract. The Contractor accesses RMS to record, maintain, input, track, and electronically share information with the Government throughout the contract period in the following areas:

Administration
Finances
Quality Control
Submittal Monitoring
Scheduling
Closeout
Import/Export of Data

For assistance in providing contract required data to the Government, the Contractor is directed to the following website for guidance: https://rms.usace.army.mil/datafiles/rms_qcs_manuals/qcs_manual_2_38.pdf

The Contractor must be prepared to transition from the Resident Management System (RMS) to the new Construction Management Platform (CMP) at any time during the period of performance of this contract, once the USACE enterprise implements this change. The Contractor's obligation to transition from RMS to the CMP system is a requirement of this contract.

Therefore, additional time or cost increase to complete this transition will not be considered. In the event of the transition, RMS project information will be migrated to CMP by the government and available in the CMP system. After the transition, the Contractor must utilize the CMP system to perform all contract administration functions previously required in RMS, including all areas listed above. After the transition, "RMS" and "CMP" will be synonymous for all "Resident Management System" and "RMS" references in this contract's specification. To facilitate the transition from RMS to CMP, online training for the CMP system will be made available to the Contractor with enough time to train staff, prior to the transition occurring.

1.3.1 Correspondence and Electronic Communications

For ease and speed of communications, exchange correspondence and other documents in electronic format to the maximum extent feasible. Some documents such as correspondence, including pay requests and payrolls, may be required in paper format with original signatures. Paper documents will govern in the event of discrepancy with the electronic version. Contracting Officer will determine which documents require submission of paper copies.

1.3.2 Other Factors

Other portions of this document have a direct relationship to the reporting accomplished through RMS. Particular attention is directed to FAR 52.236-15 Schedules for Construction Contracts; FAR 52.232-27 Prompt Payment for Construction Contracts; FAR 52.232-5 Payments Under Fixed-Priced Construction Contracts; ; Section 01 33 00 SUBMITTAL PROCEDURES; Section 01 35 26 GOVERNMENTAL SAFETY REQUIREMENTS; and Section 01 45 04.00 10 CONTRACTOR QUALITY CONTROL.

1.4 RMS SOFTWARE

RMS is a web based application. Download, install and be able to utilize the latest version of RMS within 7 calendar days of receipt of the Notice to Proceed. RMS software, user manuals, access and installation instructions, program updates and training information are available from the RMS website (https://rms.usace.army.mil). The Government and the Contractor will have different access authorities to the same contract database through RMS. The common database will be updated automatically each time a user finalizes an entry or change.

1.5 CONTRACT DATABASE - GOVERNMENT

The Government will enter the basic contract award data in RMS prior to granting the Contractor access. The Government entries into RMS will generally be related to submittal reviews, correspondence status, and Quality Assurance(QA)comments, as well as other miscellaneous administrative information.

1.6 CONTRACT DATABASE - CONTRACTOR

Contractor entries into RMS establish, maintain, and update data throughout the duration of the contract. Contractor entries generally include prime and subcontractor information, daily reports, submittals, RFI's, schedule updates and payment requests. RMS includes the ability to import attachments and export reports in many of the modules, including submittals. The Contractor responsibilities for entries in RMS typically

include the following items:

1.6.1 Administration

1.6.1.1 Contractor Information

Enter all current Contractor administrative data and information into RMS within 7 calendar days of receiving access to the contract in RMS. This includes, but is not limited to, Contractor's name, address, telephone numbers, management staff, and other required items.

1.6.1.2 Subcontractor Information

Enter all missing subcontractor administrative data and information into RMS CM within seven calendar days of receiving access to the Contract in RMS or within seven calendar days of the signing of the subcontractor agreement for agreements signed at a later date. This includes name, trade, address, phone numbers, and other required information for all subcontractors. A subcontractor is listed separately for each trade to be performed.

1.6.1.3 Correspondence

Identify all Contractor correspondence to the Government with a serial number. Prefix correspondence initiated by the Contractor's site office with "S". Prefix letters initiated by the Contractor's home (main) office with "H". Letters are numbered starting from 0001. (e.g., H-0001 or S-0001). The Government's letters to the Contractor will be prefixed with "C" or "RFP".

1.6.1.4 Equipment

Enter and maintain a current list of equipment planned for use or being used on the jobsite, including the most recent and planned equipment inspection dates in accordance with Section 01 45 04.00. 10CONTRACTOR QUALITY CONTROL.

1.6.1.5 Reports

Track the status of the project using the reports available in RMS. The value of these reports reflects the quality of the data input. These reports include but are not limited to the Progress Payment Request worksheet, Quality Control (QC) comments, Deficiency Tracking Log, Submittal Register Status, and Three-Phase Control worksheets in accordance with, 01 33 00 SUBMITTAL PROCEDURES and 01 45 04.00 1 CONTRACTOR QUALITY CONTROL.

1.6.1.6 Request For Information (RFI)

Create and track all Requests For Information (RFI) in the RMS Administration Module for Government review and response.

1.6.2 Finances

1.6.2.1 Payment Requests

Prepare all progress payment requests using RMS. Update the work completed under the Contract at least monthly, measured as percent or as specific quantities. After the update, generate a payment request and prompt

payment certification using RMS. Submit the signed prompt payment certification and payment request as well as supporting data, either electronically or by hard copy.

1.6.3 Quality Control (QC)

Enter and track implementation of the 3-phase QC Control System, QC testing, transferred and installed property and warranties in RMS. Link each deficiency and QC test to a pay activity. Prepare daily reports, identify and track deficiencies, document progress of work, and support other Contractor QC requirements in RMS. Maintain all data on a daily basis. Ensure that RMS reflects all quality control methods, tests and actions contained within the Contractor Quality Control (CQC) Plan and Government review comments. Provide within seven calendar days of Government acceptance of the CQC Plan.

1.6.3.1 Quality Control (QC) Reports

The Contractor's Quality Control (QC) Daily Report in RMS is the official report. The Contractor can use other supplemental formats to record QC data, but information from any supplemental formats are to be consolidated and entered into the RMS QC Daily Report. Any supplemental information may be entered into RMS as an attachment to the report. QC Daily Reports must be finalized and signed in RMS within 24 hours after the date covered by the report. Provide the Government a printed signed copy of the QC Daily Report, unless waived by the Contracting Officer.

1.6.3.2 Deficiency Tracking

Use the QC Daily Report Module to enter and track deficiencies. Deficiencies identified and entered into RMS by the Contractor or the Government will be sequentially numbered with a QC or QA prefix for tracking purposes. Enter each deficiency into RMS the same day that the deficiency is identified. Monitor, track and resolve all QC and QA entered deficiencies. A deficiency is not considered to be corrected until the Government indicates concurrence in RMS.

1.6.3.3 Three-Phase Control Meetings

Maintain scheduled and actual dates and times of preparatory and initial control meetings in RMS, and upload meeting minutes of the meetings. Worksheets for the three-phase control meetings are generated within RMS.

1.6.3.4 Labor and Equipment Hours

Enter labor and equipment exposure hours on a daily basis. Roll up the labor and equipment exposure data into a monthly exposure report.

1.6.3.5 Accident/Safety Reporting

Both the Contractor and the Government enter safety related comments in RMS as a deficiency. The Contractor must monitor, track and show resolution for safety issues in the QC Daily Report area of the RMS QC Module. In addition, follow all reporting requirements for accidents and incidents as required in EM 385-1-1, Section 01 35 26 GOVERNMENTAL SAFETY REQUIREMENTS and as required by any other applicable Federal, State or local agencies.

1.6.3.6 Definable Features of Work

Enter each feature of work, as defined in the approved CQC Plan, into the RMS QC Module. A feature of work may be associated with a single or multiple pay activities, however a pay activity is only to be linked to a single feature of work.

1.6.3.7 Activity Hazard Analysis

Import activity hazard analysis electronic document files into the RMS QC Module utilizing the document package manager. Prepare activity hazard analysis in accordance with Section 01 35 26 GOVERNMENT SAFETY REQUIREMENTS.

1.6.4 Submittal Management

Enter all current submittal register data and information into RMS within seven calendar days of receiving access to the Contract in RMS. Contractor is responsible for entering Activity Numbers for each submittal item corresponding to their Schedule. The Contractor will import the information shown in the submittal register following the specification Section 01 33 00 SUBMITTAL PROCEDURES unless otherwise directed by the Contracting Officer. Group electronic submittal documents into transmittal packages to send to the Government, except very large electronic files, samples, spare parts, mock ups, color boards, or where hard copies are specifically required. Track transmittals and update the submittal register in RMS on a daily basis throughout the duration of the Contract. Submit hard copies of all submittals unless waived by the Contracting Officer.

Contractor may request submittals to be added to RMS throughout the lifecycle of the project. Approval/disapproval of Contractor requests is at the discretion of the Contracting Officer. Submittals entry into RMS must be updated daily or as practical for performance of the Contract, as approved by the Contracting Officer.

1.6.5 Closeout

Closeout documents, processes and forms are managed and tracked in RMS by both the Contractor and the Government. Ensure that all closeout documents are entered, completed and documented within RMS.

1.7 IMPLEMENTATION

Use of RMS as described in the preceding paragraphs is mandatory. Ensure that sufficient resources are available to maintain contract data within the RMS system. RMS is an integral part of the Contractor's required management of quality control.

1.8 NOTIFICATION OF NONCOMPLIANCE

Take corrective action within seven calendar days after receipt of notice of RMS non-compliance by the Contracting Officer.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

-- End of Section --

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-- End of Section Table of Contents --

SECTION 01 45 04.00 10

CONTRACTOR QUALITY CONTROL
04/06

PART 1 GENERAL

1.1 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for providing and maintaining an effective Contractor Quality Control program, and all costs associated therewith shall be included in the applicable contract unit or job prices contained in the Bidding Schedule.

1.2 ELECTRONIC TEST REPORT DATA

As part of the Contractor's Quality Control program, his/her selected QC laboratory shall provide electronic transmission of the test report data in the prescribed formats with the original hard copy test report data to the Government. The New Orleans District Construction Control Manual (NODCC Manual) specifies the minimum number of tests to be made, and includes forms which shall be used to report the number of tests to be made, and includes forms which shall be used to report the test data. A copy of the NODCC manual is attached at the end of this section. The technical specification sections may include testing and/or frequency requirements other than those listed in the NODCC manual. These additional requirements shall be followed in addition to the aforementioned. Test results shall be emailed to mvn-cd-q-testresults@usace.army.mil and to the Government Project Engineer. In addition, all test results shall be uploaded to the Resident Management System Contractor Mode (RMS CM).

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Contractor Quality Control Plan; G,CD

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Clause in Section 00700 CONTRACT CLAUSES, entitled INSPECTION OF CONSTRUCTION (FAR 52.246-12). The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction

operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The site project superintendent and Quality Control Manager will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with the quality requirements specified in the contract. The site project superintendent in this context shall be the highest level manager responsible for the overall construction activities at the site, including quality and production. The site project superintendent shall maintain a physical presence at the site at all times, except as otherwise acceptable to the Contracting Officer, and shall be responsible for all construction and construction related activities at the site.

3.2 CONTRACTOR QUALITY CONTROL (CQC) PLAN

The Contractor shall furnish for review by the Government, not later than 15 days after receipt of notice of award, the Contractor Quality Control Plan proposed to implement the requirements of the Clause in Section 00700 CONTRACT CLAUSES, entitled INSPECTION OF CONSTRUCTION (FAR 52.246-12) The plan shall identify personnel, procedures, control, instructions, tests, records, and forms to be used. The Government will consider an interim plan for the first 30 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started. A sample CQC Plan is attached at the end of the section.

3.2.1 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the Three (3)-Phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the project superintendent.

b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.

c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Government.

d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01 33 00 SUBMITTAL PROCEDURES.

e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities approved by the Contracting Officer shall be used.)

f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.

g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.

h. Reporting procedures, including proposed reporting formats.

i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one (1) definable features under a particular section. This list will be agreed upon during the coordination meeting.

3.2.2 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his/her CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.3 Notification of Changes

After acceptance of the CQC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. The CQC Plan shall be submitted for review a minimum of 14 calendar days prior to the Coordination Meeting. During the Coordination Meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective

action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 Personnel Requirements

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure safety and contract compliance. The Safety and Health Manager shall serve as a member of the CQC staff. Personnel identified in the technical provisions as requiring specialized skills to assure the required work is being performed properly will also be included as part of the CQC organization. The Contractor's CQC staff shall maintain a presence at the site at all times during progress of the work and have complete authority and responsibility to take any action necessary to ensure contract compliance. The CQC staff shall be subject to acceptance by the Contracting Officer. The Contractor shall provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Complete records of all letters, material submittals, shop drawing submittals, schedules and all other project documentation shall be promptly furnished to the CQC organization by the Contractor. The CQC organization shall be responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a construction person with a minimum of three (3) years (full time) experience in related work. This CQC System Manager shall be on the site at all times during construction and shall be employed by the prime Contractor. The CQC System Manager may not have any other duties than quality control. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager if he is called upon to act in that capacity.

3.4.3 CQC Personnel

In addition to CQC personnel specified elsewhere in the contract, the Contractor shall provide as part of the CQC organization specialized personnel to assist the CQC System Manager for the following areas: civil, environmental, submittals clerk. These individuals may be employees of the prime or subcontractor; be responsible to the CQC System Manager; be physically present at the construction site during work on their areas of responsibility; have the necessary education and/or experience in accordance with the experience matrix listed herein. These individuals may perform other duties but must be allowed sufficient time to perform their assigned quality control duties as described in the Quality Control Plan. A single person may cover more than one (1) area provided that they are qualified to perform QC activities in each designated and that workload allows.

Experience Matrix

	Area	Qualifications
a.	Civil	Graduate Civil Engineer or Construction Manager with two (2) years experience in the type of work being performed on this project or technician with five (5) years related experience
b.	Environmental	A Construction Manager or Technician with three (3) years experience
c.	Submittals	Submittal Clerk with one (1) year experience

3.4.4 Additional Requirement

In addition to the above experience and education requirements the CQC System Manager and his alternate shall have completed the course entitled "Construction Quality Management For Contractors" within the last three (3) years. This course is periodically offered at the New Orleans District and other Corps of Engineers districts.

3.4.5 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.5 SUBMITTALS AND DELIVERABLES

Submittals, if needed, shall be made as specified in Section 01 33 00 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals and deliverables are in compliance with the contract requirements.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three (3) phases of control shall be conducted by the CQC System Manager for each definable feature of the construction work as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

a. A review of each paragraph of applicable specifications

b. A review of the contract drawings.

c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.

d. Review of provisions that have been made to provide required control inspection and testing.

e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.

f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.

g. A review of the appropriate activity hazard analysis to assure safety requirements are met.

h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.

i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.

j. Discussion of the initial control phase.

k. The Government Quality Assurance personnel shall be notified at least 48 hours in advance of beginning the preparatory control phase. The Contractor shall submit a written agenda of the topics to be discussed at the preparatory meeting 48 hours in advance of the meeting date. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), Government Quality Assurance personnel, and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.

b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.

c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.

d. Resolve all differences.

e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.

f. The Government shall be notified at least 24 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.

g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same definable features of work if: the quality of on-going work is unacceptable; if there are changes in the applicable CQC staff, onsite production supervision or work crew; if work on a definable feature is resumed after a substantial period of inactivity; or if other problems develop.

3.7 COMPLETION INSPECTION

3.7.1 Punch-Out Inspection

Near the end of the work, or any increment of the work established by a time stated in the Clause in Section 00700 CONTRACT CLAUSES, entitled COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK or stated elsewhere in the specifications, the CQC Manager shall conduct an inspection of the work. A punch list of items which do not conform to the approved drawings and specifications shall be prepared and included in the CQC documentation, as required by paragraph DOCUMENTATION. The list of deficiencies shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final inspection.

3.7.2 Pre-Final Inspection

The Government will perform the pre-final inspection to verify that the work is complete. A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager shall

ensure that all items on this list have been corrected before notifying the Government, so that a Final inspection with the customer can be scheduled. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment of the work if the project is divided into increments by separate completion dates.

3.7.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at this inspection. Additional Government personnel including, but not limited to, those from the New Orleans District, Mississippi Valley Division, and local interest may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the Clause in Section 00700 CONTRACT CLAUSES entitled, INSPECTION OF CONSTRUCTION (FAR 52.246-12).

3.8 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

a. Contractor/subcontractor and their area of responsibility.

b. Operating plant/equipment with hours worked, idle, or down for repair.

c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.

d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase shall be identified (Preparatory, Initial, Follow-up). List of deficiencies noted, along with corrective action.

e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.

f. Submittals and deliverables reviewed, with contract reference, by whom, and action taken.

g. Offsite surveillance activities, including actions taken.

h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.

i. Instructions given/received and conflicts in plans and/or specifications.

j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one (1) copy of these records in report form shall be furnished to the Government daily within 12 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one (1) report shall be prepared and submitted for every seven (7) days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.9 SAMPLE FORMS

Sample forms for guidance in preparing the CQC Plan are enclosed at the end of this section.

3.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

-- End of Section --

US Army Corps
of Engineers ®
New Orleans District

Construction Control Manual

Sampling & Testing Construction Materials
Reporting Test Results

CEMVN CD 415-Q-11
14 March 2016

DEPARTMENT OF THE ARMY
NEW ORLEANS DISTRICT, CORPS OF ENGINEERS
7400 LEAKE AVENUE
NEW ORLEANS, LOUISIANA 70118

CEMVDN-CD

Pamphlet
Number CEMVN-CD-415-Q-11 14 March 2016

Construction

CONSTRUCTION CONTROL MANUAL

1. Purpose. This manual describes the means and methods for the Contractor Quality Control (QC) and Government Quality Assurance (QA) testing of some of the more common construction materials incorporated into New Orleans District projects. Information is given on sampling, the test required, testing frequency, reporting requirements, and database maintenance. This manual only describes a minimum testing program on a limited number of common construction materials and the specifications may require additional tests that demonstrate compliance with the contract documents.

2. Applicability. This manual applies to all New Orleans District elements having responsibility for the design and construction of assigned projects.

3. Scope of the Manual. This manual is intended to guide the Quality Control and Quality Assurance process and provide for the construction of a project whose quality and durability is a direct reflection of the Contractor's and the Government's efforts in meeting the project's goals and objectives. If there is a conflict between this manual and the technical specification sections, the most stringent requirements shall govern.

DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, NEW ORLEANS
CORPS OF ENGINEERS

Number CEMVN-CD-415-Q-11

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Chapter 1 Introduction

1. General:

This manual describes the means and methods for the Contractor Quality Control and Government Quality Assurance testing of construction materials incorporated into the New Orleans District (CEMVN) projects. Information is given on sampling, the test required, testing frequency, reporting requirements, and database maintenance. This manual only describes a minimum testing program on a limited number of common construction materials and the specifications may require additional tests that demonstrate compliance with the contract documents. If there is a conflict between this manual and the technical specification sections, the most stringent requirements shall govern. The most recent version of this manual at the time of contract solicitation will supplement the construction material control requirements for a specific contract unless noted otherwise.

The Contractor shall only use those laboratories, including his own that have been validated by an inspection or audit performed by the USACE Materials Testing Center, Vicksburg, MS.

2. Definitions:

a. Quality Management System. Quality management is defined as all control, inspection, and other assurance activities instituted to achieve the product quality established by the contract plans and specifications.

b. Contractor Quality Control. Contractor Quality Control (QC) is that part of the system by which the Contractor regulates, tests and inspects their own, suppliers, and sub-Contractors procedures, equipment, materials, and personnel so that the completed product will comply with the requirements of the project's contract documents.

c. Government Quality Assurance. Government Quality Assurance (QA) is that part of the system by which the Government verifies or assures that the Contractor's Quality Control system is performing properly and the completed product conforms to the contract documents. The number of QC test observed by QA personnel should be generally related to the consistency in QC and QA test results.

3. Responsibility, Compilation, and Submittal of Test Results:

a. The Contractor is responsible for complying with the contract documents in the performance of all required tests and the preparation, submittal, and maintenance of those test reports outlined in this manual and the contract specifications. The test results from QC and QA testing shall be compiled separately as outlined in this manual.

b. The Contractors' QC Laboratory shall appoint a Registered Professional Civil Engineer to certify QC inspections and test results prior to the start of work. The certification shall state that the tests and observations were performed by or under the direct supervision of the Registered Professional Civil Engineer and that the results are representative of the

materials and conditions being certified by the tests. The certification shall be submitted within two weeks after final inspections and testing is complete. The certification shall be submitted to USACE for the referenced project in accordance with the New Orleans Construction Control Manual, Appendix A. Failure to submit certifications as stated may result in nonpayment for related work performed and disapproval of the QC test facility for this contract.

c. Acceptance of the Contractors' QC plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes to the QC Plan and operations including removal of personnel and QC Laboratory, as necessary, to obtain the quality specified.

d. All test results will be entered into the CEMVN Quality Assurance Control Center (QACC) construction material testing database as described in Appendix A by the QC laboratory performing the testing. Test results will be entered into the testing database within 48 hours from sampling. Payment for any material placed, as well as for any subsequent construction, will not be made until test results are entered into the database and analyzed by Quality Assurance personnel. The Contractor shall maintain a hard copy of the materials testing log, test reports and control charts at the Contractor's field office. These records will be available at all times for review by Government personnel. The original test report will be distributed to the Administrative Contracting Officer (ACO) within 48 of completion of the test. This original test report (supporting documentation) submission is in addition to any required electronic submission.

e. Any tests not conforming to the contract documents will be immediately reported to the Administrative Contracting Officer along with the recommended corrective action to bring the work into complete compliance with the specifications. The Administrative Contracting Officer may designate additional re-sampling or retesting to verify the work represented by the failing test. This testing is at the Contractor's expense.

f. Reference to standard test methods and testing procedures for sampling and testing of common construction materials are given in each chapter of this manual. Additional testing may also be required in the contract documents.

g. Laboratory Facilities. For work that involves aggregates, concrete, masonry, rock or soil the QC Laboratory shall, at its own expense, obtain and maintain validation as an approved testing laboratory by the Materials Testing Center (MTC) of the Engineering Research and Development Center (ERDC). This shall be done in accordance with ER 1110-1- 8100 and ER 1110-1-261. Appendix B further describes this requirement. Refer to Chapter 4 for welding laboratories.

For work that involves vibration, steel, steel reinforcing bars, coatings inspections and other specialized construction material testing and inspection the QC Laboratory shall maintain personnel, procedures and equipment that meet applicable industry standards.

h. Field sampling and testing locations shall be recorded using Latitude/Longitude coordinates reported in decimal degree format to the millionth decimal and be surveyed using techniques to achieve ±10 feet accuracy.
Report Form input example: 29.934003, -90.133745

Chapter 2 Soils

1. Scope:

This chapter specifies methods and procedures for the Contractor Quality Control (QC) and Government Quality Assurance (QA) testing of materials used, but not limited to, compacted levee embankments, compacted berms, un-compacted berms, ramps, and structural backfill. The Government will also perform checks, and assurance testing of control testing required by the Contractor.

2. Samples:

Samples shall be collected and secured in accordance applicable ASTM testing procedures.

3. Testing Personnel:

The individuals who inspect, monitor, sample and test Embankment construction as required in this specification shall meet the following minimum criteria of certification and/or documented experience. Work experience shall be related to the field for which the inspector is being qualified and may be obtained by working either for an inspection/testing agency or engineering firm as a technician, inspector or engineer.

- Current NICET Level II certification in Geotechnical Engineering technology/construction, or
- Current ICC Soils Special Inspector with one year related experience, or
- Geologist-in-Training with one year related experience, or
- Engineer Intern with one year related experience, or
- Registered Geologist, or
- Registered Professional Engineer.

The Contractors' QC laboratory shall submit certification and/or documentation to provide evidence of qualification. The appointed Registered Professional Civil Engineer, identified in Chapter 1, Section 3.b to certify inspections and test results, remains responsible for compliance of all inspection and testing activities.

All Laboratory facilities, personnel and equipment used to test soils as required in this specification shall be part of a Laboratory that has been validated by the USACE Materials Testing Center, Vicksburg, MS.

4. Typical Test Requirements:

Testing and reporting shall be performed in accordance with the latest American Society of Testing and Materials (ASTM) Standard, as indicated in Table 2-1.

Table 2-1
ASTM References

Gradation	
ASTM C 117	Materials Finer than No. 200 Sieve in Mineral Aggregates by Washing
ASTM C 136	Sieve Analysis of Fine and Course Aggregates
ASTM D 1140	Amount of Material in Soils Finer than No. 200 (75-μm) Sieve
ASTM D 6913	Test Methods for Particle-Size Distribution (Gradation) of Soils Using Sieve Analysis
Moisture Content	
ASTM D 2216	Laboratory Determination of Water, (Moisture) Content of Soil and Rock by Mass (Method B)
ASTM D 4643	Determination of Water (Moisture) Content of Soil by Microwave Method
Moisture/Density Relationship	
ASTM D 698	Laboratory Compaction Characteristics of Soil Using Standard Efforts (12,400ft lbs/ft^3 (6000KN))
ASTM D 1557	Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft^3 (2,700 kN-m/m^3))
Field Density	
ASTM D 1556	Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D 6938	In-Place Density and Water Content of Soil and Soil-Aggregate Nuclear Methods (Shallow Depth)
Materials Classification	
ASTM D 2487	Classification of Soils for Engineering Purposes
ASTM D 4318	Liquid Limit (One-Point Method B), Plastic Limit, and Plasticity Index of Soils
Organic Content	
ASTM D 2974	Moisture, Ash, and Organic Matter of Peat and Other Organic Soils (Method C)
Unconfined Compressive Strength	
ASTM D 1633	Compressive Strength of Molded Soil-Cement Cylinders
ASTM D 2166	Unconfined Compressive Strength of Cohesive Soil

5. Sampling and Testing of Compacted Fill:

This sampling and testing shall be in accordance with the standard procedures referred to in this manual. The minimum number of QC tests to be performed shall be as indicated in Table 2-2. The Government will also perform checks, and assurance testing of the other control testing required by the Contractor.

Table 2-2
Type of Tests and Frequency of Testing
Compacted Embankments and Berms, Ramps, and Structural Backfill Material

Property	Form	Minimum Frequency	Standard
Nuclear Field Density	MVNQS11	One test per 1,500 cubic yards of compacted fill placed per lift, but not less than one density test per 500 linear feet per lift. A lift placed on any one side of an existing embankment will be considered as a separate lift. At least one test shall be performed in any shift that compacted fill is placed.	ASTM D 1556 or ASTM D 6938
Nuclear Field Density Relative Density	MVNQS12	Used to record test results from testing uncohesive material. One density test per lift per 150 linear feet of the base course. Isolated repairs (less than 150 linear feet) must have at least one density test per isolated area per lift.	ASTM D 6938
Sand Cone Field Density	MVNQS03	One test to be obtained for every ten (10) Nuclear Field Density locations to verify Nuclear Field Density.	ASTM D 1556
Compaction Control Curve	MVNQS02	Control Compaction Curves shall be established in accordance with ASTM D 698 - Laboratory Compaction Characteristics of Soil Using Standard Effort. A Compaction Control Curve will be required for each type of material from each source or a minimum of one Compaction Control Curve every 25,000 cubic yards of compacted fill placement. Where construction operations result in the blending of material, two representative Compaction Control Curves will be required for each resulting blend of material. The samples collected for the resultant blended material shall be collected from separate locations. If the borrow or source of fill material changes, new Compaction Control Curves shall be performed. Material test samples for Compaction Control Curve shall be prepared by air-dry, rewet, and cured.	ASTM D 698
One-Point Proctor Verification	MVNQS02	One test to be obtained for every five (5) field density locations.	ASTM D 698 (modified)
Moisture Content	MVNQS11	One test at each field density test location.	ASTM D 2216 or ASTM D 4643
Organic Content	MVNQS07	One test at each field density test location.	ASTM D 2974 (Method C)
Materials Classification	MVNQS06	One test obtained for each Control Compaction Curve and one test for each field density test. Determine Atterberg Limits (LL One-Point Method B), minus #200 and Sand Content.	ASTM D 2487 ASTM D 1140 ASTM D 4318
Unconfined Compressive (UC) Strength	MVNQS05	For Deep Soil Mixing (DSM) QC operations a minimum of three percent of the DSM columns per site will be drilled and three UC strength samples collected and tested at each test column.	ASTM D 2166 ASTM D 1633

6. Sampling and Testing of Un-Compacted Berm Material:

This sampling and testing shall be in accordance with the standard procedures referred to in this manual. The minimum number of QC tests to be performed shall be as indicated in Table 2-3. The Government will also perform check and assurance testing of the other control testing required by the Contractor.

Table 2-3
Type of Tests and Frequency of Testing
Un-Compacted Berm Material

Property	Form	Frequency	Standard
Organic Content	MVNQS07	One test at materials classification test location.	ASTM D 2974 (Method C)
Materials Classification	MVNQS06	One test per 3,000 cubic yards of un-compacted fill placed, but not less than one test per 1,000 linear feet of un-compacted fill placed. At least one test shall be performed in any shift that un-compacted fill is placed. Determine Atterberg Limits (LL One-Point Method B), minus #200 and Sand Content.	ASTM D 2487 ASTM D 1140 ASTM D 4318

7. Compilation of Test Data for Submittal:

The results of the test and inspections shall be recorded in the MVN database as directed in Appendix. Samples of the reporting forms and instruction for each form are provided on the MVN SharePoint site; **Test Form Examples** and are described as follows. The latest forms should be referenced on the MVN SharePoint site and described in Appendices. All data is to be submitted electronically **within 24 hours of completion of the tests by the laboratory performing the testing.**

a. **MVNQS01** Sieve Analysis – ASTM C 117, ASTM C 136 and ASTM D 1140. This form is to be used in reporting the material finer than No 200 sieve and a sieve analysis of coarse grain material.

b. **MVNQS02 (**Compaction Control Curve) ASTM D 698. This form is to be used in reporting the determination of the optimum moisture content and the maximum dry density. The moisture-density curve shall be plotted based on a minimum of five compaction test specimens. A one-point Proctor test – ASTM D 698 (modified, Figure 2-2) shall be obtained for every five (5) field density test locations, and reported with same. The soil One-Point proctor result obtained from the in-place density test location will serve as the basis for determining the applicable compaction control curve.

c. **MVNQS03 (**Field Density Sand Cone Method) ASTM D 1556. This form is to be used in reporting the determination of the degree of compaction and moisture content. Contract specifications shall govern the required compaction effort.

d. **MVNQS05** (Unconfined Compressive Strength) ASTM D 2166. This form is to be used to report the compressive strength of an intact, remolded or reconstituted cohesive soil, using a strain-controlled application of the axial load. Contract specifications shall govern the acceptable strength requirements.

e. **MVNQS06** (Unified Soil Classification System) ASTM D 2487. This form is to be used to report the determination of the liquid limit (One-point Method B), plastic limit, plasticity index, % sand content and % fines. MVNQS01 Sieve Analysis – ASTM C 117 and ASTM C 136 is to be used to report the results of gradation tests of the material if a granular material is specified. The final soil classification in accordance with ASTM D 2487 shall be stated on the same forms. Contract specifications shall govern the acceptable Atterberg limits, gradation limits, and material classification. If the Nuclear Method (ASTM D 6938) is used for field density determinations, the soil sample utilized for material classification shall come from within a radius of 12 inches of the center of the in-place density test site. The soil classification obtained from in-place density test location will serve as a basis for determining the applicable compaction control curves.

f. **MVNQS07 (**Moisture, Ash, and Organic Content Determination) ASTM D 2974 (Method C). This form is to be used in reporting the determination of the organic content of the material. Determination of organic content shall be performed in accordance with ASTM D 2974; Method C. Contract specifications shall govern the acceptable limits of organic content.

g. **MVNQS09 (**Moisture Content Determination) ASTM D 2216, ASTM D 4643 and ASTM D 6938. This form is to be used in reporting the determination of the moisture content of the in-place material when ASTM D 2216, ASTM D 4643 or ASTM D 6938 is the test method utilized. This form is not to be used when performing Field Density Test Nuclear Method with Moisture Content Determination. Contract specifications shall govern the acceptable limits of moisture content.

h. **MVNQS11** (Field Density Test Nuclear Method). This form is to be used in reporting the determination of the degree of compaction and moisture content by oven, microwave or nuclear gauge. Contract specifications shall govern the required compaction effort and moisture range. If the nuclear method is selected for field density testing, the Sand-Cone Method shall be used to confirm the accuracy of the Nuclear Method. This shall be accomplished by performing an initial comparison test of the two methods when a nuclear gage is brought on-site for the first time. If the Nuclear Method wet density is within 3 percent of the Sand Cone Method, no correction of the Nuclear Method wet density will be required and the testing may continue with the Nuclear Method. The Nuclear Method wet density shall be verified throughout the project at a rate of one Sand-Cone test for every ten nuclear tests per nuclear gage thereafter. If the variance at any time between the Nuclear Method and the Sand Cone Method exceeds 3 percent, testing

with the Nuclear Method shall stop until the Contractor provides a Root Cause Analysis and five consecutive comparison tests are performed as evidence that Corrective Actions will provide results within 3 percent. For comparison purposes, the nuclear and sand-cone wet densities should represent the same layer thickness within the testing area selected. When a nuclear density result is in doubt, the sand-cone density test shall be used for acceptance.

i. **MVNQS12** (Field Density (Relative Density) Nuclear Method). This form is to be used in reporting the determination of the Relative degree of compaction as determined based on relationship of the Minimum Dry density and Maximum Dry density. Contract specifications shall govern the required Relative Density.

8. Soil Electronic Conductivity (EC) and Total Soluble Salt Analysis:

The following test method shall be used for determining the Total Soluble Salt (Total Salinity) of Embankment soils. This method shall be followed when testing embankment soil salinity levels. Sampling of materials shall be performed by a USACE Validated Laboratory.

A. Sampling; Sampling shall consist of one 12,500 gram composite sample per 1,000 linear feet per lift. A Composite soil sample is defined as 5 separate representative 2,500 gram samples taken randomly at relatively evenly spaced intervals within the 1,000 linear foot. A lift on any one side of the levee will be considered one lift. The locations of the samples shall be as directed by the Contracting Officer. When a composite soil sample is collected, it should be handled in accordance with ASTM D 4220, Group B Standard Practices for Preserving and Transporting Soil Samples.

   As directed by the Contracting Officer, when samples are to be split for replicate testing, the entire composite sample shall be processed over a No. 4 (4.75 mm) sieve by the contractors QC laboratory. The material passing the No. 4 sieve shall be thoroughly mixed and split in accordance with ASTM C 702 Standard Practice for Reducing Samples of Aggregate to Testing Size.

B. Sample Preparation; Composite soil samples passing a No. 4 sieve are to be thoroughly remixed and reduced to a minimum 200 g sample for testing in accordance with ASTM C 702 Standard Practice for Reducing Samples of Aggregate to Testing Size.

   The reduced composite soil sample is air dried at a temperature not to exceed 140° F for a minimum of 18 hours. After the sample is air dried, process and collect material passing No. 10 (2 mm) sieve. Material retained on the No. 10 sieve will be discarded.

C. Procedure; (EC 1:2 preparation) To determine soil EC, collect a representative 20 gram sample from the sieved air-dried material and mix with 40 mL deionized water in a 125 mL Erlenmeyer flask.

   The container is sealed and the mixture is either agitated for 1 hour in a mechanical shaker or mixed by hand every 30 minutes for 3 hours.

The mixture is filtered through a Whatman 42 filter paper. EC (dS/m) of the filtrate is determined immediately using a standard conductivity meter. Follow manufacture's direction for standard conductivity meter operations and temperature corrections.

D. Reporting; The directly-measured EC 1:2 is converted to Saturated Extract-Equivalent EC (EC_e) by multiplying by a factor of 2. (Southern Cooperative Series Bulletin No. 419 ISBN# 1581614195 January, 2014)

Total soluble salts (TSS) concentration in ppm (mg/L) is calculated by multiplying EC_e (dS/m) by 640 for EC readings <5.0 dS/m or by 800 for EC readings >5.0 dS/m. (Rhoades, 1996)

The report shall include at a minimum;

1. All sample identifications documented during sampling that at a minimum include, sample date, received date, test/sample number, location of composite sample (GPS, station, lift, , elevation, offset)
2. USCS visual description
3. Make/Model and Serial # of conductivity meter
4. Notes should include any deviations from this test method.
5. The Soil Electronic Conductivity (EC) shall be reported in decisiemens per metre (dS/m).
6. Total Soluble Salt shall be reported as Total Salinity in parts per million (ppm).

9. Field and Laboratory Determination of Non-Soil Volume for Levee Fill:

A. The field excavation testing shall be performed by excavating a 10' wide x 10' long and to a depth of the lift thickness for each lift that is in question. The volume of the excavation shall be verified using the end area method through measuring the dimensions of the excavation with the use of survey equipment at each corner of the hole. A difference of +/- 10% of the theoretical excavation is allowed. The Contractor shall bring all material excavated to the lab in sealed airtight containers. All excavations shall be completely backfilled by the Contractor within 72 hours of inspection unless directed otherwise by the COR. All backfill shall be in accordance with the existing contract documents, especially EMBANKMENT.

B. The unit weight of the soil shall be determined by ASTM D 6938 Field Density – Nuclear Method, ASTM D 1556 Field Density – Sand Cone Method, or ASTM D 698 Compaction Characteristics of Soil. All material testing shall be performed by a Corps validated lab.

C. Once all the excavated material is delivered to a Corps validated lab, any clay pieces adhering to the non-soil pieces that can be removed by hand without damaging the non-soil piece shall be removed.

D. All non-soil pieces shall be weighed in their existing conditions immediately prior to testing (wet weight as excavated). If all non-soil pieces do not fit in the Measure Box, then the non-soil pieces may be split into smaller sampling sizes for testing purposes and the cumulative volume reported.

E. Sturdy Measure Box containers shall be used for the non-soil volume determination processes. The minimum volume of the Measure Box is 0.8 cubic feet. This volume dimension is a minimum and may be enlarged if desired. The weight of the empty containers shall be determined using a calibrated scale and with the weight recorded to the nearest 0.1 lb. The container shall be filled in two layers with silica sand. The first layer of sand shall be densified by use of a Shake Table and vibrated such that the Silica sand achieves its maximum density. The second layer of silica sand shall be added and vibrated, with additional sand added as needed to "top off" the container as the sand achieves a greater density. The weight of the container filled with densified Silica sand shall be recorded to the nearest 0.1 lb using a calibrated scale. Determine the weight of the measure container plus sand three times to determine the average value. The maximum unit weight of the silica sand is the weight of the measure plus sand minus the weight of the measure divided by the known volume of the container and reported to the nearest 0.1 lb/ft3.

F. The volume of the non-soil shall be determined by the following USACE MVN developed procedure, Non-Soil Volume Determination.

1) **Volume and Weight Determination of Measures (annual):** The volume of the Measure Box shall be determined and verified on an annual basis by the water filled method as specified in ASTM C29/C29M paragraph 8 and recorded to the nearest 0.1 ft^3.

2) **Density Sand**: Obtain silica sand also known as US Silica Sand. Verify that the quality of the silica or "Silica" sand meets the requirements specified in ASTM D1556 paragraph 6.2. The sand can be re-used, but it should be cleaned to comply with the previously referenced standard by sieving and/or rinsing, and oven drying prior to reuse.

3) **Determining Densified Sand within a Measure Box**: Before any tests determining non-soil volume content, a calibration test shall be run each day that testing is to be performed, to determine the standard weight of the sand in the Measure Box as discussed in section E. The three repeated determinations of densified sand weight per unit volume shall be within 2.0 pcf of each other.

   A Measure Box shall be used to determine the densified sand and will be based upon use of a Shake Table and placement within layers. Clean and dry silica sand is placed loosely within each layer using a large scoop or the edge of a bucket by flowing and distributing the sand evenly across the surface area. The Shake Table is then to be used. The number and duration of vibrations will be determined as noted in the following trial. These times are approximate and should be modified by each laboratory to fit the Shake Table being used to achieve a consistent sand weight per unit volume.

MEASURE BOX – (1) Position measure over a large catch pan for collecting excess sand. Place loose Silica sand in one layer (half height of measure); (2) Using the Shake Table, vibrate the sand for 4-8 seconds; (3) Place loose silica sand in a second layer (full height of measure); (4) Vibrate the sand for 4-8 seconds. The sand should consolidate below the top rim of the measure; (5) Place additional (excess) sand above the top of the measure. It should appear to overflow. Vibrate for the sand for an additional 3-4 seconds. It is desired to have excess sand above the top of the rim after vibration of about 1/8 inch; (6) Using a straight metal bar, strike off the excess sand, leaving the sand flush with the top rim of the measure; (7) Weigh the measure and densified sand recorded to the nearest 0.1 lb; (8) Determine the weight per unit volume of the measure by subtracting the weight of the measure plus sand minus the weight of the measure then dividing by the known volume of the container and report to the nearest 0.1 lb/ft3; (9) Repeat steps 1 thru 8 for a total of three determinations of densified sand weight per unit volume, and calculate the average weight per unit volume to the nearest 0.1 lb/ft3.

4) **Standard Wood or Metal for Verification (annual)**: Eight pieces of wood or metal, labeled A thru G, measuring 5 inches by 1 inch by 2 inches are to be used to verify the volume determination by the densified sand method as detailed in 5) below. Determine the weight and linearly measured volume of the eight standard pieces of wood or metal to verify the calculated non-soil content from the use of densified silica sand within Measure Boxes of known volume.

5) **Non-soil Verification (annual)**: Wood or metal pieces measured in Step 4) above will be used in each measure by densifying sand and four wood or metal pieces in each layer, for a total of eight wood or metal pieces within each measure. The same procedures outlined in Step 4) above are used to place and densify the sand and wood or metal within the measures. The wood or metal is placed within each layer with at least ½ inch of loose sand beneath and around the wood or metal pieces. The weight of the densified sand, measure, and wood or metal is used to determine the density and subsequent volume of the wood or metal. The calculated volumes shall be compared to the known volumes of the wood or metal pieces to see if any change in shaking time or sand type is needed. If the calculated and known volumes are within +/- 2% of each other, the test verification is successful. See below for the step by step procedures for this:

MEASURE BOX - (1) Determine the volume and weight of the measure as noted in Step 1) above; (2) Determine the average densified sand weight per unit volume as noted in Step 3) above; (3) Determine volume and weight of pre-cut pieces of wood or metal as noted in Step 4) above; (4) Densify wood or metal in layers following the similar method noted in Step 3) above; (5) Determine the densified sand and wood or metal weight in the unit measure; (6) Calculate the volume of wood or metal as shown below:

(a) Volume of Measure Box (ft^3)
(b) Weight of Measure Box (lb)

(c) Average weight per unit volume of densified sand (lb/ft^3)
(d) Wood or metal Pieces total weight (lb)
(e) Wood or metal Pieces total volume (ft^3)
(f) Average determined densified sand, wood or metal, & measure weight (lb)
(g) Densified sand only weight (no wood or metal) = (c) x (a)
(h) Densified sand only weight (with wood or metal) = (f) – (b) – (d)
(i) Volume of wood or metal (from densified sand test) = [(g) – (h)] / (c)
(j) % actual volume wood or metal = 100 x (e) / (a)
(k) % tested volume wood or metal = 100 x (i) / (a)

6) **Non-soil Volume Determination**: Determination of non-soil volume for a test sample is as follows. Determine the wet weight of the sample prior to placement into the loose sand layers. Cleaned non-soil pieces from a sample are placed in one of the tested measures above by following procedures as outlined in Step 3). The non-soil pieces are placed within each layer of loose sand with at least ½ inch of loose sand beneath and around the various non-soil pieces. The non-soil piece may be cut to fit into the measure but care should be used to ensure that all pieces of the sample are measured. The weight of the combined densified sand, measure, and non-soil shall be recorded to the nearest 0.1 lb. To determine the density and subsequent volume of the non-soil pieces, see calculations below.

MEASURE BOX - (1) Determine the volume and weight of the measure as noted in Step 1) above; (2) Determine the average densified sand weight per unit volume as noted in Step 3) above; (3) Determine weight of sample pieces of non-soil; (4) Densify non-soil pieces in layers following the similar method noted in Step 3) above; Determine the densified sand and non-soil pieces weight in the unit measure; (5) Calculate the volume of non-soil pieces as shown below:

(a) Volume of Measure Box (ft3)
(b) Weight of Measure Box (lb)
(c) Average weight per unit volume of densified sand (lb/ft3)
(d) Weight of Sample Non-soil Pieces (lb)
(e) Determined densified sand, non-soil pieces, & measure weight (lb)
(f) Densified sand only weight (no non-soil pieces) = (c) x (a)
(g) Densified sand only weight (with non-soil pieces) = (e) – (b) – (d)
(h) Volume of non-soil pieces (from densified sand test) = [(f) – (g)] / (c)
(i) Volume of excavation (ft3)
(j) % tested volume non-soil pieces = 100 x (h) / (i)

7) **Documentation**: As a minimum, calibrations of Measure Boxes should be documented annually on the Unit Weight Measure Volume Determination Record. The Densified Sand unit weight shall be documented on the Densified Sand Calibration Record. Test records for samples shall be documented on the Non-soil pieces Volume Determination Record. Contact MVN-CD-Q for latest test forms.

G. The percent volume determined in Step 6) (j) above shall be compared versus the acceptable value listed in the specifications. If the test shows the percent volume is greater than the acceptable value, the Contractor shall follow the corrective actions as noted in the contract specifications.

10. Additional Testing:

In addition to the above frequency of tests, additional tests may be required as follows:

a. Where the Administrative Contracting Officer (ACO) or Contracting Officer's Representative (COR) has reason to doubt the adequacy of the compaction, moisture content, or organic content control.

b. Where the Contractor is concentrating fill operations over a relatively small area.

c. When embankment materials change substantially, the Administrative Contracting Officer or Contracting Officer's Representative (COR) may direct additional testing.

d. Where special compaction procedures are being used.

e. When the contract specifications require additional testing.

f. When areas are found not meeting the specified in-place density, Atterberg limits, moisture content, and/or in-place organic content requirements; the Contractor shall retest, at no additional costs to the Government, after corrective measures have been applied.

Chapter 3 Concrete

1. Scope:

This chapter specifies methods and procedures for the Contractor Quality Control (QC) and Government Quality Assurance (QA) methods and procedures for the testing of fresh concrete and concrete aggregate. The Government will also perform checks, and assurance testing of control testing required by the Contractor.

2. Samples:

Fresh concrete samples shall be secured in accordance with ASTM C 172. Concrete aggregates shall be sampled in accordance with ASTM D 75. Sampling locations shall be randomly selected.

3. Testing Personnel:

The individuals who inspect, monitor, sample and test Concrete construction as required in this specification shall meet the following minimum criteria of certification and/or documented experience. Work experience shall be related to the field for which the inspector is being qualified and may be obtained by working either for an inspection/testing agency or engineering firm as a technician, inspector or engineer.

- Current ICC Reinforced Concrete Certificate with 1 year related experience, or
- ACI Concrete Construction Special Inspector Certificate, or
- Engineer Intern with one year related experience, or
- Registered Professional Engineer.

The individuals who perform testing of concrete or the constituents of concrete as required in this specification shall have an applicable and current ACI certification for testing being performed; ACI Concrete Strength Testing, ACI Concrete Laboratory Testing – Level 1, ACI Aggregate Testing Technician – Level 1, ACI Concrete Field Grade I.

The Contractors' QC laboratory shall submit certification and/or documentation to provide evidence of qualification. The appointed Registered Professional Civil Engineer, identified in Chapter 1, Section 3.b to certify inspections and test results, remains responsible for compliance of all inspection and testing activities.

All Laboratory facilities, personnel and equipment used to test soils as required in this specification shall be part of a Laboratory that has been validated by the USACE Materials Testing Center, Vicksburg, MS.

4. Typical Test Requirements:

Test requirements specified in the contracts documents may be more stringent than those listed below in Tables 3-2, 3-3 and 3-4. All test results will be entered into the MVN material testing database as described in Appendices by the laboratory performing the testing. Acceptable test values are contained in the contract documents.

The laboratory performing the tests shall be validated by the Materials Testing Center, Vicksburg, MS. and conform to ASTM C 1077.

Table 3-1
ASTM References

Concrete Lab Testing	
ASTM C 33	Specification for Concrete Aggregates
ASTM C 39	Compressive Strength of Cylindrical Concrete Specimens
ASTM C 117	Materials Finer than No. 200 Sieve in Mineral Aggregates by Washing
ASTM C 136	Sieve Analysis of Fine and Course Aggregates
ASTM C 511	Mixing Rooms, Moist Cabinets, Moist Rooms, and Water Storage Tanks Used in the Testing of Hydraulic Cements and Concretes
ASTM C 566	Total Evaporable Moisture Content of Aggregate by Drying
ASTM C 617	Capping Cylindrical Concrete Specimens
ASTM C 702	Reducing Samples of Aggregate to Testing Size
ASTM C 1231	Practice for Use of Unbonded Caps in Determination of Compressive Strength of Hardened Concrete Cylinders
CRD-C 104	Calculation of Fineness Modulus of Aggregate
Concrete Field Testing	
ASTM C 31	Making and Curing Concrete Test Specimens in the Field
ASTM C 138	Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete
ASTM C 143	Slump of Hydraulic-Cement Concrete
ASTM C 172	Sampling Freshly Mixed Concrete
ASTM C 173	Air Content of Freshly Mixed Concrete by the Volumetric Method
ASTM C 231	Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C 1064	Temperature of Freshly Mixed Hydraulic-Cement Concrete
ASTM D 75	Sampling Aggregates

5. Compilation of Test Data for Submittal:

The results of the test and inspections shall be recorded in the MVN database as directed in Appendix. Samples of the reporting forms and instruction for each form are provided on the MVN SharePoint site; **Test Form Examples** and are described as follows. The latest forms should be referenced on the MVN SharePoint site and described in Appendices. All data is to be submitted electronically **within 24 hours of completion of the tests by the laboratory performing the testing.**

a. **MVNQC01** (Concrete Compression Test Data – ASTM C 39). This form is to be used in reporting the results of laboratory concrete compression testing. Contract specifications shall govern the required concrete compressive strength.

b. **MVNQC02** (Concrete Field Data). This form is to be used in reporting the data collected by the laboratory while monitoring and testing concrete during placement. Contract specifications shall govern the required concrete properties during placement.

c. **LMN FORM 853-R** (Concrete Compression Test Specimen Data). This form is to be filled out and provided to the QA laboratory for each set of cylinders delivered. This form should be filled out with information documented during concrete placement. The information on this form should match the information provided on the associated MVNQC01 and MVNQC02 test forms. The Order number on this form shall match the Batch Ticket number on the associated concrete supplier batch ticket, the MVNQC01 and the MVNQC02 test form for sample tracking purposes. The form also serves as a bill of lading for the delivered concrete samples.

Table 3-2
Test Requirements
AGGREGATE, FINE

Property	Method	Frequency	Remarks
Deleterious Substances	ASTM C 33	1 per week	
Fineness Modulus	CRD-C 104	1 per shift per batch plant when concrete plant is operating	Calculation based on gradation test results
Gradation	ASTM C 117 ASTM C 136	1 per shift per batch plant when concrete plant is operating.	Tests selected randomly.
Moisture Content	ASTM C 566	If moisture meter is working properly, 2 per week to verify	Tests selected randomly for each aggregate size.
		If moisture meter is not working, 4 every 8 hours of mixing plant operation	
		Additional tests if slump is out of control or variability is excessive	
Sampling Method	ASTM D 75	As specified for the individual material property.	

Table 3-3
Test Requirements
AGGREGATE, COURSE

Property	Method	Frequency	Remarks
Deleterious Substances	ASTM C 33	1 per week per batch plant, or as directed by COR	
Gradation	ASTM C 117 ASTM C 136	1 per shift per batch plant when concrete plant is operating	Tests selected randomly.
Moisture Content	ASTM C 566	If moisture meter is working properly, 2 per week to verify	Tests selected randomly for each aggregate size.
		If moisture meter is not working, 4 every 8 hours of mixing plant operation	
		Additional tests if slump is out of control or variability is excessive	
Sampling Method	ASTM D 75	As specified for the individual material property.	

Table 3-4
Test Requirements
FRESH CONCRETE

Property	Form	Method	Frequency	Remarks
Compression Cylinders (Quality Assurance)	MVNQC01 MVN 835	ASTM C 31 ASTM C 39	To be molded by the Contractor Quality Control Laboratory and tested by the Quality Assurance Laboratory. Mold one set of cylinders per 8 hour shift or for every 150 cubic yards placed.	Quality Assurance Cylinders shall be molded from the same sample of concrete that the Quality Control cylinders are molded.
Compression Cylinders (Quality Control)	MVNQC01 MVNQC02	ASTM C 31 ASTM C 39	To be molded and tested by the Contractor Quality Control Laboratory. Mold one set of cylinders per 8 hour shift or for every 150 cubic yards placed. As a minimum; A set of test specimens for concrete with a 28-day specified strength shall consist of two cylinders to be tested at 7 days and two 6-inch by 12-inch cylinders or three 4-inch by 8-inch cylinders at 28 days. A set of test specimens for concrete with a 56-day or 90-day specified strength shall consist of two cylinders to be tested at 7 days, two 6-inch by 12-inch cylinders or three 4-inch by 8-inch cylinders at 28 days and two 6-inch by 12-inch cylinders or three 4-inch by 8-inch cylinders at 90 days. Additional sets when mix proportions change or low strengths are detected.	On randomly selected batches for each separate concrete mix produced. Cylinders used shall conform to paragraph 6.1 of ASTM C 31. Initial Cure in accordance with paragraph 10.1.2 of ASTM C 31.
Compression Cylinders (QC- for putting concrete into service or other purposes indicated in paragraph 4.3 of ASTM C 31)	MVNQC01 MVNQC02	ASTM C 31 ASTM C 39	1 set of multiple pairs of QC cylinders per item to be evaluated.	Cylinders used shall conform to paragraph 6.1 of ASTM C 31. Initial Cure in accordance with paragraph 10.1.2 of ASTM C 31. Cylinders to be field cured shall conform to 10.2 of ASTM C 31.
Air Content Slump Temperature	MVNQC01 MVNQC02	ASTM C 231 ASTM C 143 ASTM C 1064	1 every time concrete cylinders are molded Plus 2 additional during each 8 hours of concrete production Additional tests if workability variation is excessive.	On randomly selected batches for each separate concrete mix produced

Chapter 4 Welding Inspection

1. Scope:

This chapter specifies methods and procedures for the Contractor Quality Control (QC) weld inspection for Group 1 and Group 2 carbon steels as defined by AWS D1.1, Table 3.1 and their ASTM A709 counterparts. Welding of sheet metal, reinforcement bars, castings, stainless steel, aluminum and other non ferrous metals are not included in this document and should reference the appropriate AWS or ASME Code. An approved schedule of welding procedures (WPS) is required before fabrication commences (Section 05 50 03.00 12). The Government will also perform checks, and assurance testing of control testing required by the Contractor.

2. Definitions:

a. **Fracture Critical Welds**. Fracture critical members or member component welds as defined by ER 1110-2-8157 are tension members or tension components of bending members (including those subject to reversal of stress), the failure of which would be expected to result in collapse of the hydraulic steel structure. The designation "FCM" shall mean fracture critical member or member component. Members and components that are not subject to tensile stress under any condition of live load shall not be defined as fracture critical. FCMs, in general, are dewatering components (needle girders, bulkheads, needles), lifting eyes, or other tension members. This includes any members welded to these members as cracks could propagate to these members and cause failures also. These welds should either be shown on the drawings or called out in the specifications. Tubular welds are not applicable to AWS D1.5. AWS D1.5, Section 12 is the applicable code for these welds.

b. **Other Welds**. These welds are the remaining welds that are not considered Fracture Critical Welds. AWS D1.1 is the applicable code for these welds.

3. Testing Personnel:

a. **Visual Inspection**. Visual inspection shall be performed by Certified Welding Inspectors (CWI) that are qualified and certified in accordance with the provisions of AWS QC1. Verification of documentation may be obtained from the AWS web site. Note: Certification number is required for this verification.

b. **Nondestructive Testing Technicians**. All ASNT Level III personnel shall be qualified in accordance with ASNT CP-189. Only individuals qualified for NDT Level II or individuals qualified for Level I and working under the direct supervision of a Level II shall perform nondestructive testing. Level I and Level II personnel shall be qualified in accordance with either ASNT CP-189 or ASNT SNT-TC-1A. Level III NDT Inspectors shall posses a currently valid ASNT Level III certificate in each of the processes they are qualifying inspectors to. Copies of the certifications, including the Level III NDT Technician that certified the Level I and Level II Technicians shall be included in the submittals. Verification of Level III documentation may be obtained from the ASNT web site. Note: Either Certification number or name is required for this verification.

4. Visual Inspection Requirements:

Visual inspection of welds shall conform to the requirements of AWS D1.1, Section 6, or AWS D1.5, Section 12, as applicable.

5. Nondestructive Testing Requirements:

a. **Ultrasonic Testing**. Ultrasonic testing of welds shall conform to the requirements of AWS D1.1, Section 6, Part F or AWS D1.5, Subsection 12.16, as applicable.

b. **Radiographic Testing**. Radiographic testing of welds shall conform to the requirements of AWS D1.1, Section 6, Part E or AWS D1.5, Subsection 12.16, as applicable. Only film types designated as "fine grain" or "extra fine" shall be employed.

c. **Magnetic Particle, Liquid Penetrant Testing**. Magnetic particle and liquid penetrant testing of welds shall conform to the applicable provisions of ASTM E 709 or AWS D1.5 Subsection 12.16, as applicable and in addition all magnetic particle testing of welds shall be made using the Wet Contrasting Black on White Method.

6. Acceptance Criteria:

a. **Visual, Magnetic Particle and Liquid Penetrant Testing**. Welds shall be unacceptable if shown to have defects prohibited by AWS D 1.1/D 1.1M, Section 6, Part C. Visual, magnetic particle and liquid penetrant testing acceptance criteria shall be for the applicable criteria for either "Cyclically Loaded Nontubular Connections" or "Tubular Connections" per AWS D 1.1/D 1.1M, Table 6.1. Fracture critical welds shall be unacceptable if shown to have defects prohibited by AWS D 1.5/D 1.5M, Section 12. All welds shall be assumed in tension for the acceptance criteria for visual and the appropriate nondestructive testing method.

b. **Ultrasonic Testing**. Ultrasonic acceptance criteria shall be the applicable criteria for either "Cyclically Loaded Nontubular Connections" or "Tubular Connections, Class R". Fracture critical welds shall be unacceptable if shown to have defects prohibited by AWS D 1.5/D 1.5M, Section 12. All welds shall be assumed in tension for the acceptance criteria for visual and the appropriate nondestructive testing method.

c. **Radiographic Testing**. Radiographic acceptance criteria shall be the applicable criteria for either "Cyclically Loaded Nontubular Connections (Tensile Stress)" or "Tubular Connections". Fracture critical welds shall be unacceptable if shown to have defects prohibited by AWS D 1.5/D 1.5M, Section 12. All welds shall be assumed in tension for the acceptance criteria for visual and the appropriate nondestructive testing method.

7. Frequency of Testing:

The frequency specified is the minimum required. The design engineer shall determine the required frequency and include this information in the specifications and/or drawings. The design engineer shall also specify the locations of radiographic testing.

a. **Visual Inspection**. All welds shall be visually inspected by a CWI to insure compliance with the requirements of the applicable AWS Welding Code. Prior to any welding, a CWI shall visually inspect the preparation of material for welding to assure compliance with the applicable AWS Code (D1.1 or D1.5) and approved WPS. The CWI shall also perform VT inspection throughout the welding process to assure compliance with the applicable AWS Code (D1.1 or D1.5) and approved WPS. All completed welds shall be cleaned free of oxide, flux, scale, or other foreign matter before inspection.

b. **Full Penetration Welds**. Full penetration welds shall be examined by the Contractor using ultrasonic testing (UT) procedures described above. In additional to the full penetration welds specified for testing, a randomly chosen twenty-five percent (25%) of the remaining full penetration welds shall be ultrasonically tested to ensure the quality of the procedure and process. The random testing shall include a representative sample of welds from all welders and each of the processes each welder used. The random testing shall be spread throughout the project.

c. **Full Penetration Butt Splice Welds**. All full penetration butt splices shall be examined using ultrasonic testing (UT) and radiographic testing (RT) procedures described above. These welds shall be defined in the specification or noted on the drawings.

d. **Fillet Welds and Partial Penetration Groove Welds**. Fillet welds and partial penetration groove welds shall be examined by the Contractor using magnetic particle testing (MT) procedures described above. In additional to the fillet and partial penetration welds specified for testing, a randomly chosen twenty-five percent (25%) of the remaining fillet and partial penetration welds shall be magnetic particle tested to ensure the quality of the procedure and process. The random testing shall include a representative sample of welds from all welders and each of the processes each welder used. The random testing shall be spread throughout the project.

8. Compilation of Test Data for Submittal:

The results of the test and inspections shall be recorded in the MVN database as directed in Appendix. Samples of the reporting forms and instruction for each form are provided on the MVN SharePoint site; **Test Form Examples** and are described as follows. The latest forms should be referenced on the MVN SharePoint site and described in Appendices. All data is to be submitted electronically **within 24 hours of completion of the tests by the laboratory performing the testing.**

a. **MVNQW06** (Combined Weld Examinations). This form is to be used in reporting the inspection and testing of welded steel connections. Contract specifications shall govern the required compaction effort. The results shall be submitted electronically within 24 hours of the test.

Appendix A – Test Form Management

1. Report Numbering:

Each soil sample (location) is identified with a unique Test ID created by concatenating the Report No and Test No.

All soil sample locations will be reported on test forms with the same Report No and Test No throughout entire range of tests performed on that sample location. This is particularly important when reporting tests that contain 1 test per test form such as MVNQS03 (Sand Cone tests) and MVNQS02 (Compaction-Moisture Density Relationship).

It is also necessary to give the same Report No and Test No to each sample location for test form MVNQS06 (Unified Soil Classification System), MVNQS07 (Organic Content), and MVNQS10 (Field Density-Nuclear) which allow for entry of up to 5 soil samples. The soil tests included in a suite of tests allows for entry of 5 samples.

Examples of all forms are available on the SharePoint site for review.

2. Naming the Test Form Files:

Each file shall be named using the following convention:

[Test Form Name][USACE Contract No][Report No][Test No (if necessary)]

Each part of the filename should be separated by a single space only, not a dash or other delimiter. Details of each portion of the filename convention are given below.

- **[Test Form Name]** is the name of the template MVNQ(C, S or W)##, for example MVNQS02. The variable letter are related to the type of test; C is for concrete, S is for soil and W is for Welds.

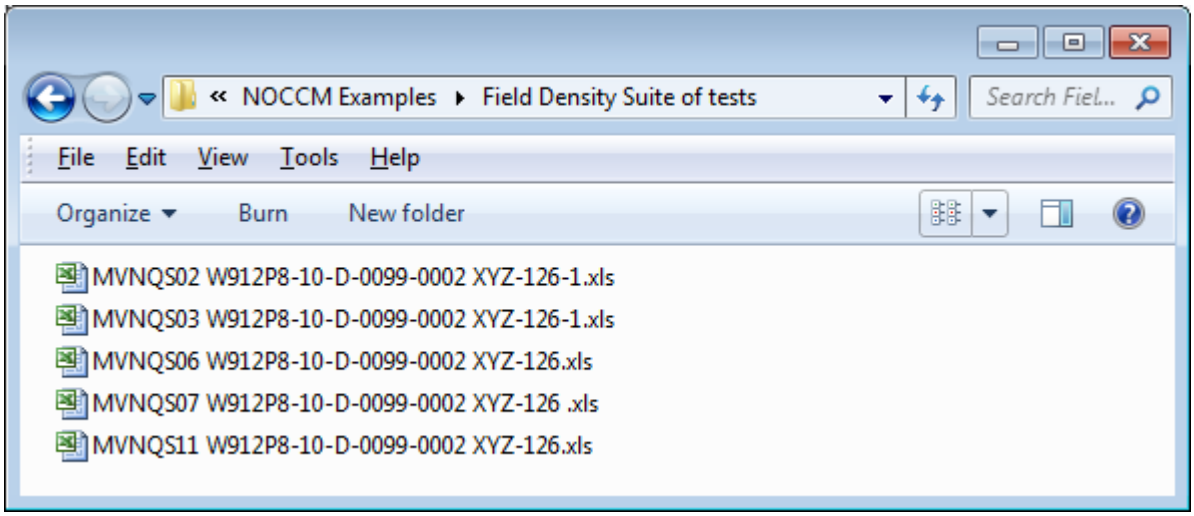
- **[USACE Contract No]** is the construction contract number. This must be the complete contract number including the task order if applicable. The contract numbers that contain a C or Z do not have task order numbers, whereas all contracts that contain a D have a task order number.

- **[Report number]** will be dependant on the labs report number system.

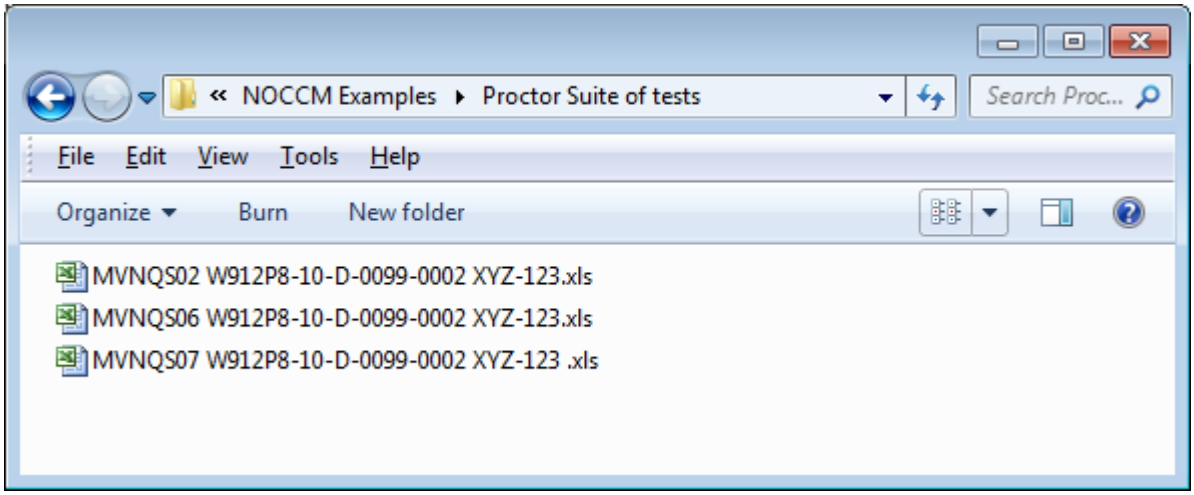
- **[Test No]** is only included in filename when necessary. This is applicable for tests reported 1 per form, as in the case of the exception listed below.

The exception to naming convention is dealing with forms that contain 1 test per test form such as MVNQS03 (Sand Cone tests), MVNQS02 (Compaction-Moisture Density Relationship) and MVNQS01 (Sieve Analysis). For these 3 Test Form types the file name will end with the Test No. The Test No is determined by the lab but should be unique to each soil sample and field location per Report No. See the Examples below for illustration of this.

Below is an example of file names for a suite of soil tests including 5 samples locations reported on a MVNQS11 (Field Density Nuclear) form, a MVNQS07 (Organic Content) form, a MVNQS06 (Unified Soil Classification System) form and a MVNQS03 (Field Density Sand Cone) form. These files are also the files included as example test forms on the SharePoint site. In this example The Report No is XYZ-126.



Below is another example for proctor data containing a MVNQS02 (Compaction-Moisture Density Relationship) test form, a MVNQS06 (Unified Soil Classification System) form and a MVNQS07 (Organic Content) form.



3. Submitting Test Forms:

All forms are to be submitted electronically **within 24 hours of completion of the tests by the laboratory performing the testing.** This is necessary since contract specifications require laboratory results to confirm compliance or failure before Contractor construction work can continue. Delays in submitting test results may result in construction delays that are to be avoided. Supporting documentation for tests should be submitted in PDF format with the same file naming convention. This completes the documentation record of data transfer to all parties.

4. How to Access USACE QACC SharePoint Site

In order to access the MVN Quality Assurance Control Center (QACC) SharePoint site each user must have an account. If a user does not have an account contact the MVN-CD Branch to receive a **USACE External Network Access Request** form. Once your account has been established you will have access to the QACC SharePoint site that contains MVNQ Test Form Templates, a QA Wiki, a QA Discussion area, a Shared Documents library, a Discrepancy Report library, and a library where completed test forms are to be uploaded; **Test Form**. The following is contact information for MVN-CD.

MVN-CD Phone;	(504) 862-2235
MVN-CD Email;	CEMVN-CD@Usace.Army.Mil
MVN-CD Public Webpage;	http://www.mvn.usace.army.mil/About/Offices/Construction.aspx
MVN QACC SharePoint;	https://partners.usace.army.mil/sites/MVN/QACC/default.aspx

5. Uploading test forms.

The exact procedure for uploading test forms to the MVN Quality Assurance Control Center (QACC) SharePoint is dependent on the computer system the user is using. Once an account has been established MVN-CD can assist each user individually by introducing the QACC system and going through the processes needed to upload test files and supporting documents. If at any point a user has questions please contact the MVN-CD-Q Branch for assistance.

Important notes before beginning the upload process; The QACC SharePoint site does have restrictions on characters (delimiters) that can be used for a file name. The following characters are not accepted by the QACC SharePoint site; \ / : * ? " < > | # { } % ~ &. If these characters are used, the QACC SharePoint site may lock up or give an error that indicates ‘a nonexistent file’. If this occurs remove the delimiters used in the file name, upload the files again and verify that all files upload because this will stop the upload process for all the files. If it is determined that certain files did not upload repeat the upload process.

The second note is that the QACC SharePoint site will time out and requires logging back in after an extended time of inactivity. The QACC SharePoint site will not indicate it timed out until attempting to perform a function on the site. The site will return to the Log in screen. If this happens, the function previously being performed may not have been performed completely.

6. Revisions and Special Naming Considerations:

When resubmitting files with revisions, the same filename is to be used if possible. If a file is to be submitted to the QACC SharePoint site it is not necessary to include a revision indication in the file name, such as R1 or R2 in the filename. The test form revision should be judicated in the appropriate revision field on the form. The QACC SharePoint site does allow files to be uploaded to the **Test Form** library when the same file name exists. In general, the idea is to keep the filename as simple as possible and the same throughout the submittal and revision process. Do not add unnecessary details to the filename.

If more information is needed, see the Wiki or Discussion board on the MVN Quality Assurance Control Center (QACC) SharePoint. The QA managers are also available if there are other questions.

Appendix B - Material Testing Laboratory Requirements

1. Purpose:

All construction material testing laboratories used in support of the Contractor's Quality Control (QC) testing and the Government's Quality Assurance (QA) testing must receive validation by the Material Testing Center (MTC), Engineering and Research Development Center (ERDC), in Vicksburg Mississippi. This includes all Contractor and government on-site laboratories or commercial laboratories used either for QC or QA testing.

2. Applicability:

This procedure applies to all projects being managed by the New Orleans District for which testing of construction materials is conducted

3. References:

ASTM E 329-06a, Agencies Engaged in the Construction Inspection and/or Testing

ER 1110-1-261 (28 April 99), Quality Assurance of Laboratory Testing Procedures

ER 1110-1-8100 (31 Dec 97), Laboratory Investigations and Testing

Corps of Engineers Validated Laboratories;

Engineering Research and Development Center - Material Testing Center
http://www.erdc.usace.army.mil/Media/FactSheets/FactSheetArticleView/tabid/9254/Article/476661/materials-testing-center.aspx

New Orleans Construction Division Operating Manual (CDOM), 1 March 2002

4. Responsibilities:

The Administrative Contracting Officer (ACO) / Contracting Officer's Representative (COR) is responsible for ensuring that all testing laboratories used for QC or QA testing are on the electronic validated list for the tests to be performed and for requesting that New Orleans District coordinate as necessary to pursue validation of a desired laboratory.

5. Procedures:

After award, the Contractor submits a QC Plan which delineates the scope of the testing program and identifies the testing laboratory (s) proposed specific tests. Contract specific Quality Assurance Plans will include requirements for QA verification testing by a Corps validated laboratory.

The Administrative Contracting Officer (ACO) / Contracting Officer's Representative (COR) will ensure that the QC laboratory is independent of the QA laboratory and will work with the Contractor if necessary to select another laboratory for QC or QA testing. The QC plan will

reflect the selected laboratories. If the laboratory proposed by the Contractor is not a currently validated lab, then the Administrative Contracting Officer (ACO) / Contracting Officer's Representative (COR) will notify the Contractor and request an inspection of the selected laboratory coordinated by MVN-CD-Q in accordance with the procedures described in Construction Division's Operating Manual (CDOM). For planning purposes, the validation process may require a period of six months to complete.

Briefly, the MTC validation process is described as follows:

Validation of a laboratory may consist of either (1) an inspection of the laboratory and their processes or (2) an audit of inspection reports and other documentation furnished by other validating agencies or organizations.

MTC will perform inspections in accordance with ASTM E 329 and applicable tests in ER 1110-2-1906 or tests required by project specifications.

The MTC may validate a laboratory if it has been accredited by the Concrete and Cement Reference Laboratory (CCRL) or AASHTO Materials Reference Laboratory (AMRL) within the past two years using ASTM E 329. Inspection by the MTC may be required after auditing if one or more of the critical testing procedures required in the project specifications were not included in the CCRL or AMRL inspection report or if there is any question that the laboratory may not be able to provide the required services for the specified tests.

More information about the validation process is available at the following:
Phone; (601) 634-3123
Email; MTC-info@usace.army.mil
Public Website;
http://www.erdc.usace.army.mil/Media/FactSheets/FactSheetArticleView/tabid/9254/Article/476661/materials-testing-center.aspx

6. Records:

Records demonstrating laboratory validation will be maintained by MTC web site for the most current laboratory listing.

Appendix C - Filling Out Test Form Templates

1. Test Form Templates:

The latest Construction Material Testing report forms are located at the following locations:

Navigate to the **MVNQ Test Form Template** library to download the most up to date forms.

https://partners.usace.army.mil/sites/MVN/QACC/TFT/Forms/AllItems.aspx

For access to the Extranet SharePoint site, follow procedures in Appendix A or contact the MVN Construction Division Quality Branch. Once access is granted, reference the Extranet SharePoint site to download the latest test form templates in the MVNQ Test Form Template library, as they are periodically updated and/or revised. Failure to submit the latest version of the test form template will prevent data from being loaded into the QACC database. The rejected form will be required to be resubmitted on the proper test form template.

The Test Form Examples library on the SharePoint site provides guidelines for completing several of the test form templates. Further information, definition and updates can be found in the MVNQTERMS documents and the QACC Wiki located on the Extranet SharePoint site.

On all forms, the Sample Date is defined as the date the test was performed in the field and not the date the sample was tested in the lab. Please use the Remarks section on each form for any comments that pertain to the tests performed. Comments may include items such as: meet specs, meet specs of xx% (for different types of material, say embankment is 90% compaction and trench is only 85%), in-situ material, failing tests reported to John Smith, etc. There is no such thing as too much detail or information.

This reporting and submittal system is to be used for all Corps of Engineers work in the MVN division.

2. MVNQ Terms Document:

The MVNQ Terms document located on the Extranet SharePoint site provides a list of terms that are referenced directly from the MVNQ Test Forms. This document will define the terms used on the MVNQ Test Forms, and in some cases, provide examples of the information needed in associated cells. If there is a term that is not provided, an error or a term that is not defined clearly please contact a QA Manager.

C-1 List of Forms

Form Name	Procedure(s)	Form ID .
Soil Testing Forms		
#200 Wash and Sieve Analysis	ASTM C 117- C136	MVNQS01
Lab Compaction of Soil Standard Effort	ASTM D 698	MVNQS02
Density by Sand Cone	ASTM D 1556	MVNQS03
Unconfined Compression Strength	ASTM D 2166	MVNQS05
Classification of Soils – USCS	ASTM D 2487	MVNQS06
Moisture, Ash and Organic Matter of Soils	ASTM D 2974	MVNQS07
Moisture Content Determination	ASTM D 2216-4643	MVNQS09
In-place Density and Moisture of Soils	ASTM D 6938	MVNQS11
Field Density (Relative Density) - Nuclear Method	ASTM D 6938	MVNQS12
Concrete Forms		
Concrete Compression Test	CCT	MVNQC01
Concrete Field Test	CFD	MVNQC02
Welding Forms		
Welds – LIQUID		MVNQW06
Welds - MAGNETIC		MVNQW06
Welds - RADIO		MVNQW06
Welds - UT		MVNQW06
Welds - VISUAL		MVNQW06

Contractor Quality Control attachments

....follow this page....

CONTRACTOR QUALITY CONTROL PLAN

Contract No. W912P8-__-__-___
Project Name: _____

Contractor: _____

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8.0 Quality Control Program

9.0 Forms

1.0 COMPANY POLICY

_____ Construction, Corp. considers quality control to be an inherent safeguard to ensure quality work and to guarantee that all work is done according to the contract documents in a professional manner. Noncompliance with plans and specifications must be detected promptly, and proper action taken to assure that this policy is a viable tool in monitoring the work.

2.0 PLAN PURPOSE

It is the intent of this Quality Control Plan (QCP) to establish and explain how this construction corporation plans to organize, control, and review all activities according to the plans and specifications provided by the U. S. Army Corps of Engineers with regard to quality for the above reference project. The plans primary purposes are to provide for the level of construction quality required by strict accordance with the plans and specifications.

3.0 QUALITY CONTROL ORGANIZATION

3.1 CQC System Manager

The CQC System Manager (CQCM) has front line responsibility for quality control. He will become thoroughly familiar with all aspects of the project and ultimately inspect all work to ensure quality is being maintained by all craftsmen, vendors and subcontractors. The CQCM is ultimately responsible for inspecting, documenting, and reporting to the contracting officer all aspects of the work described and detailed in the plans and specifications. He is responsible for implementing and enforcing the Quality Control Plan. His duties include, but are not limited to:

a. Implementation of the 3-phase control system for all definable features of work.

b. Day-to-day inspection of the work.

c. Daily on site documentation

d. Ensure that all in-place work meets or exceeds all minimum standards set forth in the plans and specifications.

e. Detect discrepancies or problems on site and immediately bring the same to

the attention of the Contracting Officer's Representative, as should be necessary.

f. Preparation and review of submittals and certification of submittals prior to submission.

g. Maintain document control.

h. Maintain As-built conditions.

i. Interface with the owner and outside agencies as required.

The CQCM proposed for this project is _____. See section 4.0 for a copy of his resume'.

3.2 CQC System Manager Alternate

The CQC system manager alternate will assume responsibilities for all aspects of quality control as required by our Quality Control Plan and the Contract Documents should the CQCM not be able to perform his duties. The CQC system manager alternate for this project is _____.

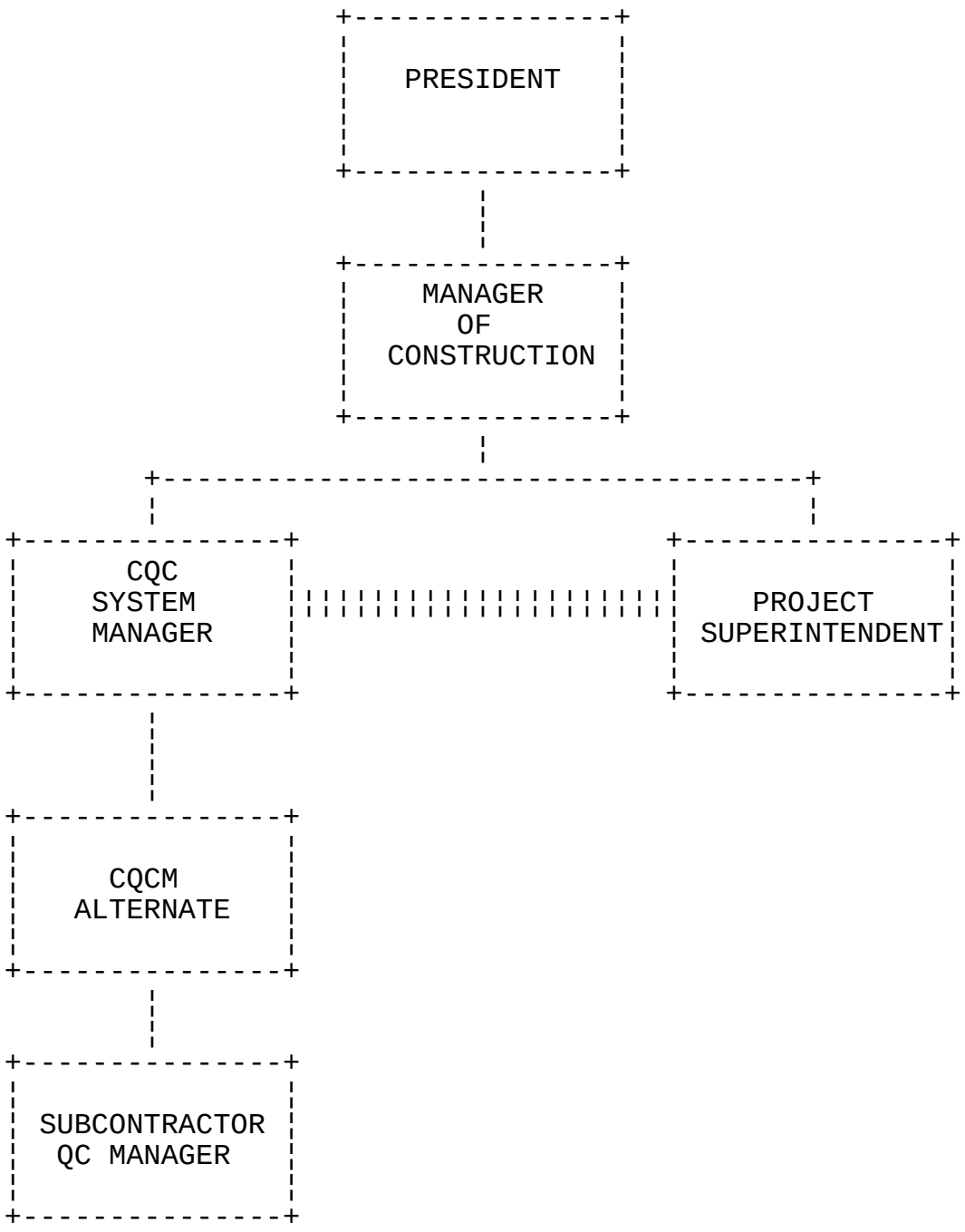
3.3 Manager of Construction

The Manager of Construction for this corporation is based in the home office in _____ and has a major responsibility for quality control through a supervisory role of the CQCM. The Manager of Construction will at all times keep the field forces focused on the company's commitment to quality in all phases of the work. The Manager of Construction will make routine visits to the site of work. The Manager of Construction for this company is _____.

4.0 RESUME OF PERSONNEL

Attached are resumes of all personnel in the above described organization. The Contracting Officer's approval will be requested before any staff changes occur, if they should become necessary.

QUALITY CONTROL
ORGANIZATIONAL CHART
CONTRACT NO. W912P8-__-__-____



4.1 Resume' of _____, CQC System Manager

Personal Data and Education

Date of Birth:
Residence:
Graduate of:
Completed courses in:

Professional Experience

4.2 Resume' of _____, CQCM Alternate

Personal Data and Education

Date of Birth:
Residence:
Graduate of:
Completed courses in:

Professional Experience

4.3 Resume' of _____, Manager of Construction

Personal Data and Education

Date of Birth:
Residence:
Graduate of:
Completed courses in:

Professional Experience

5.0 DESIGNATION OF CQC SYSTEMS MANAGER

(Contractor)

Date

Mr. _____

(Mailing Address)

SUBJECT: Contract No. W912P8-__-__-____
(Project Name)

Mr. _____:

This letter is to designate you as the Contract Quality Control Systems Manager for the subject project. In this capacity, you will be responsible for all aspects of quality control as required by our Quality Control Plan and the Contract Documents. You have complete authority to implement these programs including authorization to stop work which fails to comply with the requirements of the Contract Documents.

Sincerely,

_____, President

6.0 DESIGNATION OF CQC SYSTEM MANAGER ATERNATE

(Contractor)

Date

Mr. _____

(Mailing Address)

SUBJECT: Contract No. W912P8-__-__-____
(Project Name)

Mr. _____

This letter is to designate you as the Quality Control System Manager Alternate for the subject project. Should for any reason Mr. _____ not be able to perform his duties as CQCM, you will assume responsibility for all aspects of quality control as required by our Quality Control Plan and Contract Documents. To enable you to fulfill this responsibility, you have complete authority to implement these programs including authorization to stop work which fails to comply with the requirements of the Contract Documents.

Sincerely,

_____, President

7.0 PROCEDURES

7.1 Scheduling and Managing Submittals.

The CQCM will be the submittal manager. The CQCM has full authority to act for the firm in all submittal matters. His responsibilities include scheduling, review, updating and any submittals required from subcontractors.

Within 7 days of the Notice to Proceed, the CQCM will complete the submittal register contained in Section 01300 and submit to the Contracting Officer 4 copies for approval. Contractor schedule dates will be coordinated with the progress schedule and shall reflect 30-day minimum period for review and approval.

The CQCM will review the submittal register a minimum of every 10 days. The submittal register will be utilized to plan and monitor submittal progress so as to ensure timely approval of methods/materials prior to their scheduled need times. The submittal register will be available for inspection by the Contracting Officer at all times. An updated submittal register will be forwarded to the CO at 60-day intervals or as requested.

The CQCM will review the submittal register during preparatory phase of quality control to ensure that all submittals for the ensuing feature of work are approved and will take action to correct any deficiencies in submittal requirements.

All submittals required by the specifications or as needed for approval of deviation will be submitted by the CQCM in original and 4 copies utilizing ENG form 4025 in accordance with submittal register schedule dates or sooner. Prior to submittal, all shop drawings, data, samples, certifications, and test reports will be reviewed by the CQCM to ensure compliance with the contract requirements. Corrections and revisions will be requested where necessary.

7.2 Control Testing

7.2.1 Test List - A listing of all tests indicated in the contract specifications and additional tests as needed to establish quality control will be incorporated in the Contractor Quality Control Program found in section 8.0 of this plan. This listing will include the name of the test, specification para. number, feature of work tested, responsible person, and frequency.

7.2.2 Testing Facilities - The proposed testing lab for use on this project is:

_____ Testing Laboratories
PO Box _____
_____, LA _____

If required, a resume' of _____ facilities and personnel qualifications will be furnished to the Contracting Officer.

7.2.3 Test Records - All testing activities will be recorded on the CQC report, indicating the name of the test performed, specification paragraph reference, and

location performed. Results of the tests will be recorded on the daily CQC report or attachments. Actual test reports will be furnished promptly to the Contracting Officer as directed by the specifications.

7.3 Inspection

7.3.1 Materials - The CQCM will inspect all material/equipment deliveries for: (1) compliance with approved submittals, (2) damage, (3) correct dimensions and quantities, and (4) required labeling and documentation. The Contracting Officer will be notified of any materials/equipment failing to meet requirements. A record of inspection will be noted in the CQC report and any necessary corrective action will be initiated. Proper storage will be checked.

7.3.2 Off-Site Inspection - The CQCM will inspect manufacturing facilities and material sources as specifically directed by the specifications. Additional inspections will be conducted as necessary to ensure compliance with the specifications. The CQCM will record off-site surveillance activities in the CQC report. Where instances of noncompliance are observed, corrective action will be initiated.

7.3.3 On-Site Inspection - Each craftsman will be charged with the responsibility of performing his or her work in a workman like manner and continually striving for the highest degree of quality. Only craftsman who exhibit an ability to perform and desire to achieve quality will be employed.

The CQCM will routinely and continually inspect the work for compliance with contract documents. His duties, as outlined in 3.1 above, are for the purpose of maintaining and documenting the work as required to achieve a high degree of quality.

The Contract Quality Control Program outlined in paragraph 8.0 of this plan will provide an outline for the CQCM with regard to all definable features of the work. The CQCM's inspection of these work features will be accomplished through implementation of the 3-phase control procedure outline in para 7.4.

7.3.4 Completion Inspection - After completion of all work, the CQCM will conduct a completion inspection of all work features. A punchlist will be developed to identify all items which are not in compliance with the specifications and drawings. The CQCM will establish a date by which each deficiency will be corrected and note such date on the punchlist. A follow-up inspection will be conducted to verify completion of all punchlist items. The completion inspection and any resulting corrective action will be accomplished within the contract performance period. The Contracting Officer will be notified upon completion of the punchlist and corrective work. The punchlist will be made part of the Quality Control documentation by attachment to the CQC report.

7.4 Control Procedures

A 3-phase control system shall be implemented by the Quality Control staff to ensure that construction, including subcontractors and suppliers, complies with the requirements of the contract documents. This system of management will address each definable feature of work beginning with early planning stage requirements and ending with the finished work. Each phase will allow the opportunity to prevent problems and deficiencies and ensure that the accident prevention program is implemented. The 3 control phases are outlined in para 7.4.1 thru 7.4.3.

7.4.1 Preparatory Phase - This phase will be performed prior to beginning work on each definable feature of work. This phase will be conducted at a meeting involving the CQCM/Project Superintendent, QA personnel, and the foreman involved in the particular work feature. The Contracting Officer will be notified 48 hours in advance of the preparatory phase. This phase will include:

a. A review of the applicable section of the specifications and contract drawings. (review specs)

b. A review of the submittal register to ensure that all required submittals are submitted and approved. Take corrective action when necessary. Submittal data will be discussed to acquaint all team members with technical aspects and points particular to the work feature. (review submittals)

c. A check to ensure that materials and equipment are in compliance with approved submittals and specifications. Verify that required materials/equipment are on hand and properly stored. (check material)

d. Verify that preliminary work is completed.

e. Review control testing requirements and verify that testing facilities are approved. Verify that necessary provisions are made for testing. (review testing)

f. A consensus will be reached on planned construction procedures and the required level of quality expected from the CQCM in order to meet contract specifications. (set standards)

g. Review appropriate Activity Hazard Analysis to assure safety requirements are met. The CQCM will inspect all equipment to ensure that minimum requirements for safety provisions in accordance with EM 385-1-1 and applicable regulations are met. (safety check)

h. The above described activities will be documented on the COE form

"Preparatory Phase Checklist". This form will be attached to the CQC report and furnished to the Contracting Officer. Problems and deficiencies apparent during the preparatory phase and corrective action initiated will be noted in this report.

7.4.2 Initial Phase - This phase is performed once a representative portion of work has taken place for each definable feature of work and will be conducted at a meeting involving the CQCM/Project Superintendent and foreman involved in the particular work feature. The Contracting Officer will be notified 48 hours in advance of this phase. Initial phase will include:

a. A check to ensure that preliminary work is completed.

b. Verify that materials/equipment and construction procedures are in compliance with the contract documents.

c. Review control testing requirements.

d. Set standards of quality required to meet contract specifications.

e. Review the Activity Hazard Analysis to ensure safety requirements are met. Check equipment for safety provisions.

f. The above described activities will be documented on the COE form "Initial Phase Checklist". This form will be attached to the CQC report and furnished to the Contracting Officer. Problems and deficiencies apparent during the initial phase and corrective actions initiated will be noted in this report. The initial phase will be repeated any time the CQCM feels that quality standards and safety requirements must be reinforced.

7.4.3 Follow-Up Phase - This phase is accomplished through the daily inspections by the CQCM, also through performance of the required control testing. Follow-up phase efforts will ensure a continuation of quality and safety standards established during preparatory and initial phases until completion of the work feature. The CQCM's follow-up phase activities, including deficiencies noted, corrective action taken, and control testing results will be recorded in the daily CQC report.

7.5 Reporting and Documentation

The CQCM will maintain records of all quality control activities including documentation of control testing and inspection, and maintain integrity of the contract documents through use of the following described forms and procedures. Additional reports will be formulated or added as needed.

7.5.1 Daily Record - The CQCM will utilize the COE furnished forms titled "*Contractor Quality Control CQC Form"* to record daily control activities and resources used, work performed, and other data indicated on this form. The original and two copies will be furnished to the Contracting Officer within 12 hours of the reporting date. The CQCM will maintain copies for his files. Test reports will be included in the CQC report.

7.5.2 Control Phase Checklists - The CQCM will utilize the COE furnished forms entitled "*Preparatory Phase Checklist"* and *"Initial Phase Checklist"* to document these control phase activities. Original and two copies will be attached to the CQC report for the date on which the control phase is completed. A log will be posted at the jobsite office in chart form to record the dates on which preparatory and initial phases were completed for each definable feature of work so as to allow easy verification of control activities.

7.5.3 Tracking Construction Deficiencies - The form for tracking construction deficiencies is the Deficiency Report (DR). A DR can be issued by the CQCM/Project Superintendent or Manager of Construction. All DR's shall be kept and updated by the CQCM. The DR log will be available for inspection by the Contracting Officer. See attached forms for the example of a DR.

The DR tracking log will be in chart form and bound in a log book maintained on site. See attached example of the deficiency report tracking log. The DR log book is available for inspection by the Contracting Officer at all times.

A construction deficiency for the purposes of this plan is defined as:

1. An occurrence in which defective work or work lacking some essential part has been covered or is otherwise left as complete.

2. Products are furnished to the site or incorporated into the work which do not meet the conditions of the contract documents.

3. Inspection points or contract requirements affecting quality of the work that have not been met. Minor defects in work on which construction is underway is not to be considered a Construction Deficiency.

7.5.4 Contract Document Control - The CQCM will maintain a record in log form of the most up-to-date documents issued for construction and adjustments. No contract documents will be replaced or revised without receipt of a modification or direction from the Contracting Officer. The CQCM will maintain As-Built contract drawings.

7.6 Changes to the CQC Plan - Periodically, and at least once weekly, the CQCM

will review the CQC plan with the possible need for changes in mind. During the course of work on this contract, it is reasonable to expect the need for some changes to arise. When they do, the QC Manager will incorporate these changes in the form of written amendments and copies will be furnished to the Contracting Officer.

8.0 QUALITY CONTROL PROGRAM

(Sample only, this is done for each definable feature of wo rk)

Q. C. ACTIVITIES & TESTING REQUIREMENTS FOR DEFINABLE FEATURES OF WORK

CONTRACT W912P8-__-__-_____

Definable Feature: **Cast In-Place Structural Concrete**
Section 03301

Definable Feature		Submittal	Quality Control Activities		
D scription	Spec. Para.	Req'd	Description of Observation Procedure or Test Required	Freq.	Remarks
Concrete - Grout, Water	03301-15.1.4.1 03301-15.5.1.6	Submittal Register	Grout certificate, equipment & method used, & source of mixing & curing water	Once prior to placement	
Concrete - Finishing Formed Surfaces	03301-12.2	QC Report	Visually inspect all finishing is started within 24 hours of form removal, tie rod holes & defective concrete voids and honeycombs are filled properly, smooth surface	After each placement	
Concrete - Fine Aggregate	03301-15.2.1.1	QC Report	Sieve analysis and fineness modulus determination	At least once each delivery	Testing by _____ Laboratory
Concrete - Coarse Aggregate	03301-15.2.2	QC Report	Sieve Analysis	At least once each delivery	Testing by _____ Laboratory
Concrete - Moisture Test	03301-15.2.2.2	QC Report	Test for moisture content for each size coarse aggregate	At least once each delivery	Testing by _____ Laboratory
Concrete - Mixer Uniformity	C03301-15.2.12	QC Report	Uniformity of concrete determined in accordance with ASTM C 94.	Prior to concrete placement & 1/ 6 mo	

Q. C. ACTIVITIES & TESTING REQUIREMENTS FOR DEFINABLE FEATURES OF WORK

CONTRACT W912P8-__-__-_____

Definable Feature: Cast In-Place Structural Concrete
Section 03301

Definable Feature		Submittal	Quality Control Activities		
Description	Spec. Para.	Req'd	Description of Observation Procedure or Test Required	Freq.	Remarks
Concrete	03301-5.3	Submittal Register	Submit batch plant details, mixer details, conveying methods and equipment, placing, joint clean-up, curing, and weather requirements	once 14 days prior to placement	
Concrete	03301-3.1.1	Submittal Register	Submit 500 lb sample of aggregate to Waterway Experiment Station for testing if an approved supplier is not used	Once prior to concrete placement	
Concrete	03301-5.1.1	Submittal Register	Submit concrete mixture proportion	Once	
Concrete - Materials	03301-5.1.2 03301-5.1.5 03301-5.2.3 03301-5.2.5	Submittal Register	Submit cement cert. of compliance Submit sieve analysis for aggregates Submit air-entraining agent cert. of compliance Submit curing compound cert. of compliance	Once	Testing by supplier or _____ Lab

Q. C. ACTIVITIES & TESTING REQUIREMENTS FOR DEFINABLE FEATURES OF WORK CONTRACT W912P8-__-__-_____

Definable Feature: **Cast In-Place Structural Concrete**
Section 03301

Definable Feature		Submittal	Quality Control Activities		
Description	Spec. Para.	Req'd	Description of Observation Procedure or Test Required	Freq.	Remarks
Concrete - Placement Preparations	03301-15.2.7	QC Report & LMV Form 1246	Visually & Measure as needed, prior to placement, foundations, const. joints, forms, embedded items, etc., to verify that concrete placement OK	Prior to placement	
Concrete - Air Content	03301-15.2.6.1	QC Report	Test Concrete for air content	Twice per day	Use _____ Laboratory
Concrete - Slump	03301-15.2.5.2	QC Report	Test Concrete slump	Twice per day	Use _____ Laboratory
Concrete - Placement	03301-15.2.8	QC Report	Visually inspect placement operations to verify proper equipment, methods, time interval, temp., yardage placed, & placement method	Each Placement	
Concrete - Curing	03301-13.2,4	QC Report	Inspect all surfaces subject to moist curing & impervious sheet curing	At least once/day	Including weekend/hol.
Concrete - Curing	03301-13.3	QC Report	Assure that curing compound is mixed properly, & meets minimum pressure and coverage requirements	After removal of forms	Measure & visual
Concrete - Vibration	03301-15.2.9	QC Report	Test frequency and amplitude of vibrator	Prior to 1st use & 1/month	

9.0 FORMS

CONTRACTOR QUALITY CONTROL (CQC) FORM

Contractor's Name

_____
_____
_____

Daily Report No: _____ Date: _____
Contract No: W912P8-__-__-____

Project Title and Location: _____

Weather: _____ Rain: ____in. Temp: ____Min. ___ Max.

1. Contractor/Subcontractors and Area of Responsibility:

NUMBER	TRADE	HOURS	EMPLOYER	LOCATION/DESCRIPTION

2. Operating Plant of Equipment. (Not hand tools)

PLANT/ EQUIPMENT	DATE OF ARRIVAL/ DEPARTURE	LEASED/ OWNED L OR O	DATE OF SAFETY CHECK	HOURS USED	HOURS IDLE	HOURS REPAIR

CQC Report Form (Cont'd)

3. Work performed today: (Indicate location and description of work performed by prime and/or subcontractor by letter in table above.)

4. Results of control activities: (Indicate whether P - preparatory, I - Initial, or F - Follow-up Phase. When a P or I meeting is conducted, complete appropriate forms, attached.)

5. Test performed as required by plans and/or specifications:

6. Materials received:

CQC REPORT FORM (CONT'D)

7. Submittals Reviewed:

(a)Submittal No.	(b) Spec/Plan Reference	(c) By Whom	(d) Action

8. Off-site surveillance activities, including action taken:

_____
_____
_____
_____
_____
_____
_____

9. Job Safety: (Report violations; Corrective instructions given, taken.)

_____
_____
_____
_____
_____

10. Environmental Protection: (Report violations; Corrective instructions given, taken.)

_____
_____
_____
_____
_____

11. Remarks: (Instructions received or given. Conflicts in Plans and/or Specifications.)

_____
_____
_____
_____
_____

Contractor's Verification: On behalf of the contractor, I certify this report is complete and correct, and all materials and equipment used and work performed during this reporting period are in compliance with the plans and specifications, to the best of my knowledge, except as noted above.

_____ _____
Authorized CQC System Manager Date

PREPARATORY PHASE CHECKLIST FORM

Contract No.: W912P8-__-____ Date: _____

Definable Feature:

_____

Government Representative Notified 48 Hours in Advance Yes____ No ____

I. Personnel Present:

Name	Position	Company/Government

(List Additional Personnel on reverse side)

II. Submittals

1. Review Submittals and/or submittal log 4288. Have all submittals been approved? Yes___ No___

If No, what items have not been submitted?

a.

_____

b.

_____

c.

_____

2. Are all materials on hand? Yes___ No___ If No, what items are missing?

a.

_____

b.

_____

c.

_____

PREPARATORY PHASE CHECKLIST FORM (CONT'D)

3. Check approved submittals against delivered material. (This should be done as material arrives.) Comments:

_____
_____
_____
_____

III. Material storage

Are materials stored properly? Yes___ No___
If No, what action will be taken?

_____
_____
_____
_____

IV. Specifications:

1. Review each paragraph of specifications.

_____
_____
_____
_____

2. Discuss procedure for accomplishing the work. (Include labor and equipment to be used)

_____
_____
_____
_____

3. Clarify any differences from specifications.

_____
_____
_____

V. Preliminary Work - Ensure preliminary work is correct.

If not, what action will be taken?

_____
_____
_____
_____

PREPARATORY PHASE CHECKLIST FORM (CONT'D)

VI. Testing

1. Identify test to be performed, frequency and by whom.

_____
_____
_____

2. When required?

_____
_____
_____

3. Where required?

_____
_____
_____

4. Review Testing Plan.

_____
_____
_____

VII. Safety

1. Review applicable portion of COE EM 385-1-1.

_____
_____
_____

2. Activity Hazard Analysis Approved? Yes___ No___

3. All equipment checked and checklists recorded? Yes___ No___

If not, what action will be taken?

_____

VIII. Corps of Engineers comments during meeting.

_____
CQC Representative

INITIAL PHASE CHECKLIST FORM

Contract No.: W912P8-__-__-____ Date: _____

Definable Feature:

_____

Government Representative Notified 48 Hours in advance Yes___ No___

I. Personnel Present:

Name	Position	Company/Government

(List Additional Personnel on Reverse Side)

II. Is work in full compliance with plans, specifications and submittals. Are procedures and quality control measures being used acceptable.

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

INITIAL PHASE CHECKLIST FORM (CONT'D)

III. Preliminary work. Ensure preliminary work is complete and correct. If not, what action will be taken?

_____
_____
_____
_____

IV. Establish Level of Workmanship.

1. Where is work located?

_____

2. Quantity of work performed?

_____

3. Is a sample panel required? Yes___ No___
4. Will the initial work be considered as a sample? Yes___ No___

V. Are standards of acceptance mutually agreed upon? Resolve any differences.

_____
_____
_____
_____
_____

VI. Check Safety.

Review job condition using COE EM 385-1-1 and job hazard analysis. Comments:

_____
_____
_____
_____
_____

_____
CQC Representative

DEFICIENCY REPORT

Contract No.: W912P8-__-__-____ DCR NO.: _____

Project
Name:_____

Contractor:
_____

Description of Deficiency:
_____
_____
_____
_____
_____
_____
_____
_____
_____

Sketch Attached: Yes___ No___

Issued By: _____ Date: _____

Approved and Logged By: _____ Date: _____
CQCM

~~~~~~

Planned Corrective Action:
_____
_____
_____
_____
_____
_____
_____
_____

CO or Representative: _____ Date: _____

CQCM: _____ Date: _____

Corrective Action Implemented: _____ Date: _____
Project Super.

Corrective Action Inspected: _____ Date: _____
CQCM
~~~~~~

DEFICIENCY REPORT TRACKING LOG

Contract No. W912P8-__-__-____

DR NUMBER	DATE ISSUED	ISSUED BY (Initial)	WORK FEATURE (See DR Report for details)	DATE CORRECTED	DATE INSPECTED	INSPECTOR (INITIAL)

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04/08

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SECTION 01 57 20.01 12

ENVIRONMENTAL PROTECTION - DREDGING
04/08

PART 1 GENERAL

1.1 SCOPE

The work covered by this section consists of furnishing all labor, materials and equipment, and performing all work required for the prevention of environmental pollution during and as the result of construction operations under this contract except for those measures set forth in other provisions of these specifications. For the purpose of this specification, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to man; or degrade the utility of the environment for esthetic and recreational purposes. The control of environmental pollution requires consideration of air, water, and land, and involves noise, solid waste-management and management of radiant energy and radioactive materials, as well as other pollutants.

1.2 APPLICABLE REGULATIONS

In order to prevent, and to provide for abatement and control of any environmental pollution arising from construction activities in the performance of this contract, the Contractor and his/her subcontractors shall comply with all applicable Federal, State, and Local laws, and regulations concerning environmental pollution control and abatement.

1.3 MEASUREMENT AND PAYMENT

1.3.1 Environmental Protection

No separate measurement or payment will be made for environmental protection including protection of fish and wildlife. Payment for work covered under this section shall be distributed throughout the existing bid items.

1.3.2 Non-Regulated Waste

No separate measurement or payment will be made for the work associated with and the disposal of non-regulated debris not specifically covered elsewhere. Payment for the work associated with the disposal of non-regulated debris not specifically covered elsewhere shall be distributed throughout the existing bid items.

1.3.3 Hazardous/Regulated Waste

If the Contractor uncovers an existing hazardous/regulated waste not Contractor generated, not shown on the drawings, and not specified herein, the Contractor shall notify the Contracting Officer's Representative immediately. Payment for handling, removal, transportation and disposal of hazardous and/or regulated solid wastes not Contractor generated, not shown on the drawings, and not specified herein will be made as an equitable adjustment in contract price under the Clause in Section 00700 CONTRACT

CLAUSES, entitled CHANGES (FAR 52.243-4).

1.4 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Environment Pollution Control Plan; G, ODT

The Contractor shall prepare and submit to the Contracting Officer's Representative, for approval, a plan, detailing the efforts that will be undertaken to prevent on-site activities that pose a risk to the environment.

1.5 QUALITY CONTROL

1.5.1 General

The Contractor shall establish and maintain quality control for environmental protection to assure compliance with contract specifications and maintain records of his/her quality control for all construction operations including but not limited to the following:

(1) Submit an Environment Pollution Control Plan.

(2) Procure applicable Federal, State, and Local regulations on pollution control.

(3) Air Pollution - Checks made on dust, smoke, noise.

(4) Water Pollution - Checks made on disposal of water, oil, etc.

(5) Land Pollution - Checks made on disposal of materials, restoration of temporary construction sites, etc.

(6) Training course for employees.

1.5.2 Reporting

The original and two (2) copies of these records, as well as the records of corrective action taken, shall be furnished the Government daily. Format of report shall be as prescribed in Section 01 45 04.00 10 CONTRACTOR QUALITY CONTROL.

1.6 NOTIFICATION

The Contracting Officer will notify the Contractor in writing of any non-compliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his/her authorized representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part

of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess cost of damages by the Contractor.

1.7 SUBCONTRACTORS

Compliance with the provisions of this section by subcontractors will be the responsibility of the Contractor.

1.8 IMPLEMENTATION

Within 10 days after receipt of Notice of Award, the Contractor shall:

(1) Submit in writing his/her proposals for implementing environmental pollution control at the project site, disposal of debris, non-hazardous wastes and hazardous wastes generated at the project site as well as storage and management of regulated materials, substances and chemicals brought onto and used at the project site.

(2) Upon review and approval of requirements above, the Contractor shall meet with representatives of the Contracting Officer to develop mutual understandings relative to compliance with these provisions and administration of the environmental pollution control program and Environmental Protection Plan.

1.9 REFERENCES

U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)

EPA ESA	(1973) Endangered Species Act
EPA MMPA	(1972) Marine Mammal Protection Act

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

33 CFR 153.203	Procedure for the Notice of Discharge

1.10 ENVIRONMENTAL ASSESSMENT OF CONTRACT DEVIATIONS

The Contractor is advised that deviations from the drawings or specifications (e.g., proposed alternate borrow areas, disposal areas, staging areas, alternate access routes, etc.) could result in the requirement for the Government to reanalyze the project from an environmental standpoint. Deviations from the construction methods and procedures indicated by the plans and specifications, which may have an environmental impact will require an extended review, processing, and approval time by the Government. The Contracting Officer reserves the right to disapprove alternate methods, even if they are more cost effective, if the Contracting Officer determines that the proposed alternate method will have an adverse environmental impact.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 PROTECTION OF LAND RESOURCES

3.1.1 General

The land resources within the project boundaries and outside the limits of permanent work performed under this contract shall be preserved in their present condition or be restored to a condition after completion of construction that will appear to be natural and not detract from the appearance of the project. The Contractor shall confine his/her construction activities to areas defined by the plans and/or specifications. The following additional requirements are intended to supplement and clarify the requirements of the Clauses in Section 00700 CONTRACT CLAUSES, entitled PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (FAR 52.236-9), OPERATIONS AND STORAGE AREAS (FAR 52.236-10), and CLEANING UP (FAR 52.236-12).

3.1.2 Prevention Of Landscape Defacement

The Contractor shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without the approval of the Contracting Officer. Felling of trees shall be performed in such a manner as to avoid damage to trees to be left standing. Where trees may possibly be defaced, bruised, injured, or otherwise damaged by the Contractor's operations or equipment; he/she shall protect adequately such trees. All monuments and markers shall be protected before beginning operations near them. Any trees or other landscape feature scarred or damaged by the Contractor's equipment or operations shall be restored as nearly as possible to its original condition at the Contractor's expense. Trees that are scarred shall be immediately painted with an acceptable tree wound paint. Any trees which are damaged beyond restoration shall be removed and disposed of as directed by the Contracting Officer.

3.1.3 Temporary Excavation And Embankments

If the Contractor proposes to construct temporary roads or embankments and excavation for plant and/or work areas, he shall obtain approval of the Contracting Officer prior to start of such temporary work.

3.1.4 Post-Construction Cleanup Or Obliteration

The Contractor shall obliterate all signs of temporary construction facilities such as work areas, structures, foundations of temporary structures, and stockpiles of excess or waste materials upon completion of construction. The Contractor will be required to restore the construction area to near natural conditions which will permit the growth of vegetation.

3.1.5 Recording And Preserving Historical And Archeological Finds

All items having any apparent historical or archeological interests which are discovered in the course of any construction activities shall be carefully preserved. The Contractor shall leave the archeological find undisturbed and shall immediately report the find to the Contracting Officer so that the proper authorities may be notified.

3.2 PROTECTION OF WATER RESOURCES

3.2.1 Contamination Of Water

The Contractor shall not pollute lakes, ditches, rivers, bayous, canals, groundwater, waterways, or reservoirs with fuels, oils, bitumen, calcium chloride, insecticides, herbicides, or other similar materials harmful to fish, shellfish, or wildlife, or materials which may be a detriment to outdoor recreation.

3.2.2 Disposal Of Materials

The methods and locations of handling, transfer, and disposal of materials, wastes, effluent, trash, garbage, oil, grease, chemicals, etc., within the right-of-way limits shall be such that harmful debris will not enter lakes, ditches, rivers, bayous, canals, groundwater, waterways, or reservoirs by erosion, and thus prevent the use of the area for recreation or present a hazard to wildlife.

3.2.3 Fuel and Lubricants

Storage, fueling, and lubrication of equipment and motor vehicles must be conducted in a manner that affords the maximum protection against spill and evaporation. Manage and store fuel, lubricants, and oil in accordance with all Federal, State, and local laws and regulations. Used lubricants and used oil to be discarded must be stored in marked corrosion-resistant containers and recycled or disposed in accordance with State and local laws and regulations.

3.2.4 Erosion Control

Surface drainage from cuts and fills within the construction limits, whether or not completed, and from waste disposal areas, shall, if turbidity producing materials are present, be held in suitable sedimentation ponds or shall be graded to control erosion within acceptable limits. Temporary erosion and sediment control measures such as berms, dikes, drains, or sedimentation basins, if required to meet the above standards, shall be provided and maintained until permanent drainage and erosion control facilities are completed and operative. Waste areas shall be constructed by selective placement to eliminate silts or clays on the surface that will erode and contaminate adjacent streams.

3.3 PROTECTION OF FISH AND WILDLIFE

The Contractor shall at all times perform all work and take such steps required to prevent any interference or disturbance to fish and wildlife. The Contractor will not be permitted to alter water flows or otherwise disturb native habitat adjacent to the project area which are critical to fish or wildlife.

3.3.1 Manatees

The West Indian manatee may be present in the project vicinity. The Contractor shall instruct all personnel associated with the project of the potential presence of manatees in the area, and the need to avoid collisions with these animals. All construction personnel shall be advised that there are civil and criminal penalties for harming, harassing, or killing manatees, which are protected under the Marine Mammal Protection Act of 1972, EPA MMPA and Endangered Species Act of 1973, EPA ESA. The

Contractor will be responsible for any manatee harmed, harassed, or killed as a result of construction activities not conducted in accordance with these specifications. All on-site personnel are responsible for observing water-related activities for the presence of manatee(s). Additionally, personnel should be instructed not to attempt to feed or otherwise interact with the animal, although passively taking pictures or video would be acceptable.

3.3.1.1 Special Operating Conditions If Manatees Are Present in the Project Area

(1) If a manatee(s) is sighted within 100 yards of the project area, all appropriate precautions shall be implemented by the Contractor to ensure protection of the manatee. These precautions shall include the operation of all moving equipment no closer than 50 feet of a manatee. If a manatee is closer than 50 feet to moving equipment or the project area, the equipment shall be shut down and all construction activities shall cease to ensure protection of the manatee. Construction activities shall not resume until the manatee has departed and the 50-foot buffer has been re-established.

(2) If a manatee(s) is sighted in the project area, all vessels associated with the project shall operate at "no wake/idle" speeds at all times while in waters where the draft of the vessel provides less than a four-foot clearance from the bottom, and vessels shall follow routes of deep water whenever possible. Boats used to transport personnel shall be shallow-draft vessels, preferably of the light-displacement category, where navigational safety permits.

(3) If siltation barriers are used, they shall be made of material in which manatees cannot become entangled, are properly secured, and are regularly monitored to avoid manatee entrapment.

(4) Manatee Signs. Prior to commencement of construction, each vessel involved in construction activities shall display at the vessel control station or in a prominent location, visible to all employees operating the vessel, a temporary sign at least 8-1/2-inch x 11-inch reading, "CAUTION: MANATEE HABITAT/IDLE SPEED IS REQUIRED IN CONSTRUCTION AREA." In the absence of a vessel, a temporary 3-foot x 4-foot sign reading "CAUTION: MANATEE AREA" shall be posted adjacent to the issued construction permit. A second temporary sign measuring 8-1/2-inch x 11-inch reading "CAUTION: MANATEE HABITAT. EQUIPMENT MUST BE SHUTDOWN IMMEDIATELY IF A MANATEE COMES WITHIN 50 FEET OF OPERATION" shall be posted at the dredge operator control station and at a location prominently adjacent to the issued construction permit. The Contractor shall remove the signs upon completion of construction.

3.3.1.2 Manatee Sighting Reports

Any sightings of manatees, or collisions with a manatee, shall be reported immediately to the Corps of Engineers. The point of contact within the Corps of Engineers will be Jeffrey Corbino, (504) 862-1958, Email: Jeffrey.M.Corbino@usace.army.mil

3.4 JANITOR SERVICES

The Contractor shall furnish daily janitorial services for all the offices, shops, or other facilities being used by the Contractor or Government employees, whether existing or Contractor furnished, and perform any

required maintenance of the facilities and grounds during the life of the contract. Toilet facilities shall be kept clean and sanitary at all times. Services shall be performed at such a time and in such a manner to least interfere with the operations but will be accomplished only when the buildings are in daily use. Services shall be accomplished to the satisfaction of the Contracting Officer. The Contractor shall also provide daily trash collection and cleanup of the buildings and adjacent outside areas, and shall dispose of all discarded debris in a manner approved by the Contracting Officer.

3.5 DISPOSAL OF NON-REGULATED DEBRIS AND OTHER WASTE

All debris and other wastes resulting from construction operations on this contract shall be disposed of by removal from the site.

3.6 DISPOSAL OF REGULATED SOLID WASTES

If any hazardous or regulated solid wastes will be generated as a result of the Contractor's operations, the Contractor shall submit a plan that details the proper handling, removal, transportation and disposal of such wastes. The plan shall identify what types of hazardous and/or regulated solid wastes will be generated and shall list the hazards involved with each waste. For the hazardous waste generated on-site by the Contractor must be properly identified within 30 days of generation. No regulated wastes shall be allowed to accumulate on-site for more than 90 days. If the Contractor discovers or comes into contact with any hazardous chemicals or other materials other than those addressed in this specification, the Contractor shall immediately notify the Contracting Officer who will make a determination as to the course of action.

3.7 MAINTENANCE OF POLLUTION CONTROL FACILITIES

During the life of this contract the Contractor shall maintain all facilities constructed for pollution control under this contract as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created. Early in the construction period the Contractor shall conduct a training course that will emphasize all phases of environmental protection.

3.8 REPORTING OF POLLUTION SPILLS

In the event that an oil spill or chemical release occurs during the performance of this contract, the Contractor is required to contact the National Response Center, telephone number 1-800-424-8802 as soon as possible, or if telephone communication is not possible, the nearest U.S. Coast Guard office may be contacted by radio to report the spill, (33 CFR 153.203). The Contractor shall comply with any instructions from the responding agency concerning containment and/or cleanup of the spill.

3.9 TRAINING OF CONTRACTOR PERSONNEL

Train the personnel in environmental protection and pollution control. Conduct environmental protection/pollution control meetings for personnel prior to commencing construction activities. Conduct additional meetings for new personnel and when site conditions change. Include in the training and meeting agenda:

a. methods of detecting and avoiding pollution

b. familiarization with statutory and contractual pollution standards

c. installation and care of devices, vegetation covers, and instruments required for monitoring purposes to ensure adequate and continuous environmental protection/pollution control

d. anticipated hazardous or toxic chemicals or wastes, and other regulated contaminants

e. recognition and protection of archaeological sites, artifacts, and wetlands

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PART 3 EXECUTION (NOT USED)

-- End of Section Table of Contents --

SECTION 01 78 02.00 10

CLOSEOUT SUBMITTALS
04/06

PART 1 GENERAL

1.1 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for providing Closeout Submittals, including As-Built drawings required under this section. All costs associated therewith shall be included in the applicable unit prices or job prices contained in the Bidding Schedule.

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

As-Built Drawings; G, EDC

Drawings showing final as-built conditions of the project. The final CADD As-Built drawings shall consist of geographically referenced (LA State Plane South 1702, NAD 83 / survey feet) CADD electronic drawing files in the specified format supplied on compact disc, read-only memory (CD-ROM), three (3) copies; three (3) sets of half-scale hard copy prints, and one (1) set of the approved working As-Built drawings.

1.3 PROJECT RECORD DOCUMENTS

1.3.1 As-Built Drawings

This paragraph covers As-Built drawings complete, as a requirement of the contract. The terms "drawings," "contract drawings," "drawing files," "working As-Built drawings" and "final As-Built drawings" refer to contract drawings which are revised to be used for final As-Built drawings.

1.3.1.1 Government Furnished Materials

The Contractor will be furnished "as-designed" drawings in Microstation V8 format compatible with a Windows XP operating system. The electronic files will be supplied on compact disc, read-only memory (CD-ROM). The plan drawings provided shall be the basis for resulting "As-Built" sheet scale, coverage and layout. If the Contractor submits a CADD project master overview file, it does not eliminate the need for the specific individual plates matching the scale and coverage as those provided in the government furnished CD-ROM.

1.3.1.2 Working As-Built and Final As-Built Drawings

The Contractor shall revise two (2) sets of paper drawings by red-line

process to show the as-built conditions during the prosecution of the project. These working as-built marked drawings shall be kept current on a weekly basis and at least one (1) set shall be available on the jobsite at all times. Changes from the contract plans which are made in the work or additional information which might be uncovered in the course of construction shall be accurately and neatly recorded as they occur by means of details and notes. The working as-built marked prints and final As-Built drawings will be jointly reviewed for accuracy and completeness by the Contracting Officer and the Contractor prior to submission of each monthly pay estimate. If the Contractor fails to maintain the working and final As-Built drawings as specified herein, the Contracting Officer will deduct from the monthly progress payment an amount representing the estimated cost of maintaining the As-Built drawings. This monthly deduction will continue until an agreement can be reached between the Contracting Officer and the Contractor regarding the accuracy and completeness of updated drawings. The working and final As-Built drawings shall show, but shall not be limited to, the following information:

a. All information shown on the contract drawings and a record of all completed work, deviations, modifications, or changes from those drawings, however minor, which may have been incorporated into the work.

b. After dredging channel sections and acceptance profiles.

c. Gross and net yards dredged distinguished by dates of dredging and reach of channel dredged.

d. Disposal locations used, including gross yardage placed by site.

e. Period of disposal placement for each disposal site utilized.

f. Dredge discharge pipeline locations (Discharge coordinates).

g. Access corridors utilized, including notation of flotation dredging if constructed, access coordinates.

h. Location of all vertical control utilized including any applicable conversions.

i. Plan plot of required disposal area surveys.

j. Utility locations as verified by owners, including station, C/L XY-coordinate, and minimum elevation.

k. Channel markers, bouys, daymarkers, etc. surveyed during required preliminary survey efforts.

l. Changes or modifications which result from the final inspection.

m. Modifications will be shown in accordance with the following procedures.

(1) Directions in the modification for posting descriptive changes shall be followed.

(2) A Modification Triangle shall be placed at the location of each deletion.

(3) For new details or sections which are added to a drawing, a

Modification Triangle shall be placed by the detail or section title.

(4) For minor changes, a Modification Triangle shall be placed by the area changed on the drawing (each location).

(5) For major changes to a drawing, a Modification Triangle shall be placed by the title of the affected plan, section, or detail at each location.

(6) The Modification Triangle size shall be 1/2 inch on a side unless the area where the circle is to be placed is crowded. Smaller size circle shall be used for crowded areas.

1.3.1.3 Drawing Preparation

a. Each various feature of work performed shall be distinguishable by color coding and/or symbology. The as-built drawings shall be modified as may be necessary to correctly show the features of the project as it has been constructed by bringing the contract set into agreement with approved working as-built prints, and adding such additional drawings as may be necessary. Only personnel proficient in the preparation of CADD drawings shall be employed to modify the contract drawings or prepare additional new drawings. These working as-built marked prints shall be neat, legible and accurate. These drawings are part of the permanent records of this project and shall be returned to the Contracting Officer after approval by the Government. Any drawings damaged or lost by the Contractor shall be satisfactorily replaced by the Contractor at no expense to the Government.

b. Additions and corrections to the contract drawings shall be equal in quality and detail to that of the originals. Line colors, line weights, lettering, layering conventions, and symbols shall be the same as the original line colors, line weights, lettering, layering conventions, and symbols. If additional drawings are required, they shall be prepared using the specified electronic file format applying the same graphic standards specified for original drawings. The title block and drawing border to be used for any new final as-built drawings shall be identical to that used on the contract drawings. Additions and corrections to the contract drawings shall be accomplished using CADD files. The Contractor shall be responsible for providing all program files and hardware necessary to prepare final as-built drawings. The Contracting Officer will review final as-built drawings for accuracy and the Contractor shall make required corrections, changes, additions, and deletions.

1.3.1.4 Qualifications of CADD personnel

Only personnel proficient in the preparation of CADD drawings shall be employed to modify the contract drawings if required, or prepare additional new drawings.

1.3.1.5 Computer Aided Design and Drafting (CADD) Drawings

a. CADD colors shall be the "base" colors of red, green, and blue. Color code for changes shall be as follows.

(1) Deletions (red) - Deleted graphic items (lines) shall be colored red with red lettering in notes and leaders

(2) Additions (Green) - Added items shall be drawn in green with green lettering in notes and leaders

(3) Special (Blue) - Items requiring special information, coordination, or special detailing or detailing notes shall be in blue.

b. The Contract Drawing files shall be renamed in a manner related to the contract number (i.e., 980-C-10.DGN) as instructed in the Pre-Construction conference. Marked-up changes shall be made only to those renamed files. All changes shall be made on the layer/level as the original item. There shall be no deletions of existing lines; existing lines shall be over struck in red. Additions shall be in green with line weights the same as the drawing. Special notes shall be in blue on layer "?-ANNO-NOTE" where "?" represents the discipline designator (for example; "C" for Civil, "E" for electrical, "S" for Structural, etc.).

c. Within twenty (20) days after Government approval of all of the working as-built drawings, the Contractor shall prepare the final CADD as-built drawings and submit two (2) sets of hard-copy prints of these drawings for Government review and approval. The Government will promptly return one set of prints annotated with any necessary corrections. Within ten (10) days the Contractor shall revise the CADD files accordingly at no additional cost and submit the final As-Built drawing package for the entire project. The submittal shall consist of one (1) set of electronic files on compact disc, read-only memory (CD-ROM), three (3) sets of hard-copy prints and one (1) set of the approved working As-Built drawings. They shall be complete in all details and identical in form and function to the contract drawing files supplied by the Government. Any transactions or an adjustment necessary to accomplish this is the responsibility of the Contractor. The Government reserves the right to reject any drawing files it deems incompatible with the customer's CADD system.

1.3.1.6 Final As-Built Drawings

a. When final revisions have been completed, the cover sheet drawing shall show the wording "RECORD DRAWING AS-BUILT" followed by the name of the Contractor in letters at least 3/16 inch high. All other contract drawings shall be marked either "As-Built drawing" denoting no revisions on the sheet or "Revised As-Built" denoting one (1) or more revisions. Original contract drawings shall be dated in the revision block.

b. In lieu of revising contract cross section drawings to depict before and after conditions, the Contractor is allowed to submit electronically plotted cross sections depicting before and after dredging cross sections overlayed with the required dredge template. The submission shall be in pdf format, such that each individual cross section is paged and scaled to 8.5" x 11" paper.

c. Paper prints, drawing files and storage media submitted will become the property of the Government upon final approval. Failure to submit final as-built drawing files and marked prints as specified shall be cause for withholding any payment due the Contractor under this contract. Approval and acceptance of final As-Built drawings shall be accomplished before final payment is made to the Contractor.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

-- End of Section --

Dredging Region: _____ Date submitted: _____

Note: The Contractor shall fill out one sheet for each dredging region.

Utility Summary Sheet										
C/L Station/Mile #	C/L X, Y Coordinate	RDB Toe X, Y Coordinate	LDB Toe X, Y Coordinate	Minimum Elevation	Size of Utility	Type of Utility	Is utility line properly marked (yes/no)? If no, reason why.	Owner Name	Owner Point of Contacts (email address, phone number, and physical address)	Notes: (e.g. - was line dredged over, disposed on, skipped (discuss reason why), any issues with owner, etc)

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SURVEYS
04/08

PART 1 GENERAL

1.1 SCOPE

The work provided for herein consists of furnishing all plant, labor, equipment, and materials, and performing all operations necessary for surveying (preliminary field survey, before and after dredging cross sections, and disposal area surveys) as specified herein and as indicated on the contract drawings.

1.2 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for surveys. The cost of the work covered under this section shall be included in the contract unit price per cubic yard for "Dredging".

1.3 REFERENCES

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 1110-2-1003 (2013) Hydrographic Surveying

1.4 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

Preliminary Field Survey; G,ED

Preliminary Field Survey; G,CD

Prior to taking any original cross-sections, the Contractor shall run a preliminary electronically controlled field survey of the base dredging reach. (See Paragraph "Preliminary Field Survey")

Before and After Dredging Cross Sections

Before and after dredging cross sections of the Tiger Pass Bar channel shall be taken and submitted. (See Paragraph "Before and After Dredging Cross Sections")

Disposal Area Surveys

Before and after disposal surveys shall be taken at each wetland creation area used and/or anticipated to be used by the Contractor to adequately capture impacts of material disposal. (See Paragraph

"Before and After Disposal Area Surveys")

SD-05 Design Data

Compiled Survey Data CD Disk; G,ED

Compiled Survey Data CD Disk; G,CD

All survey data shall be collected, recorded and processed. The Contractor shall furnish the required data on compact disk (CD) containing ASCII character set. (See Paragraph "Compiled Survey Data")

Preliminary Field Survey; G,ED

Before and After Dredging Cross Sections

Disposal Area Surveys; G,ED

After Dredging Profiles;G, EDC

SD-09 Manufacturer's Field Reports

Calibration checks

Calibration checks shall be run at the beginning and completion of each day's survey or portion thereof. Results shall be furnished daily to the Contracting Officer's Representative.

1.5 QUALITY CONTROL

The Contractor shall establish and maintain quality control for the work specified in this section to assure compliance with the contract requirements and maintain records of his quality control for all surveying including but not limited to the following:

(1) Layouts and Surveys. Daily log of layout and surveys consisting of type and location using Contractor furnished control system as stated in the Clause in Section 00700 CONTRACT CLAUSES, entitled LAYOUT OF WORK (FAR 52.236-17).

(2) Reporting. The original and two copies of these reports and tests as well as the records of corrective action taken shall be furnished the Government daily. The report shall include a record of times and dates surveys were run, the horizontal control stations used and their coordinates, the vertical control points used and their elevations, and weather conditions. Format of report shall be as prescribed in Section 01 45 04.00 10 CONTRACTOR QUALITY CONTROL.

1.6 PROFESSIONAL CERTIFICATION

All surveys shall be performed in the presence of the Contracting Officer's Representative. All surveys shall be performed under the direction of and certified by a Professional Land Surveyor currently licensed by a state of the United States. In addition, the surveyor shall document at least three years of experience in hydrographic surveying of navigable channels.

1.7 SURVEY EQUIPMENT

1.7.1 Survey Boat

The Contractor shall furnish diesel or gasoline-powered boat(s), twin screw, not less than 30 feet in length, enclosed cabin space for six (6) passengers, air conditioned and heated, fully operated, Coast Guard certified, radar equipped, and an operable radio (same frequency as dredge). The survey boat(s) shall be equipped with electronic positioning equipment for conducting channel surveys and a surveying lead line as described in EM 1110-2-1003, Chapter 8-2, and shall be capable of maneuvering to permit surveying within the tolerances specified in paragraph COMMENCEMENT, PROSECUTION, AND COMPLETION. The survey boat(s) will be used solely for surveying and not providing the inspector's (Government agent's) transportation as stated in Section 35 20 23.00 12 DREDGING, paragraph entitled "Inspectors (Government Agents) Transportation " unless in the case of mechanical malfunction of Government transportation. No smoking shall be allowed inside the cabin and operator's space while occupied by Government personnel. No smoking signs shall be posted.

1.7.2 Fathometer

1.7.2.1 General

All survey soundings shall be taken with a precision, high-resolution (0.1-ft) fathometer. The acoustic ping rate shall be, at minimum, 10-soundings per second. To limit signal attenuation in areas of unconsolidated bottom sediments, the acoustic frequency utilized shall be within the range of 24-28 kHz and Low Frequency Low Pulse Width shall be in accordance with the Manufacturers recommended settings for unconsolidated bottom sediments in shallow water depths (i.e., 0 to 150-ft). If a dual frequency fathometer is utilized, the low frequency shall be within the 24-28 kHz range. At minimum, the equipment shall be capable of recording depths of water ranging from 3-ft under the transducer face(s) to a maximum of 60-ft. At this maximum depth, the sounding accuracy must be 0.5-ft (28 kHz transducer) and 0.1-ft (200 kHz transducer). Acoustic returns shall be recorded on thermal chart paper by a fixed, high-resolution printing element (no stylus). A digital fathometer may be used instead of paper charts as directed by the Contracting Officer's Representative, but the Contractor must still be capable of producing paper charts unless otherwise directed by the Contracting Officer's Representative. The paper chart scaling shall be in English units, no greater than 0-60-ft full-scale and graduated in 1-ft increments with numeric depth annotations at the 0, 10, 20, 30, 40, 50, and 60-ft chart levels. The instrument shall, at minimum, be capable of adjusting transmit power, receiver sensitivity and time-varied gain settings and of inputting the correct speed-of-sound, vessel draft and tide values. During the surveying of run lines, the fathometer shall be capable of annotating periodic event marks on the paper chart as directed by other surveying system components (positioning, controlling software) and be capable of transmitting each event sounding back to these components for horizontal position tagging and data storage. Additionally, the surveyor shall print the control parameter settings on the chart paper at start of all surveys and when any control settings are changed and before and after all bar check. Prior to the Contractor taking field surveys, control parameter settings shall be turned into the Government Inspector for review to insure the settings meet the surveying parameters.

1.7.2.2 Calibration

Hydrographic fathometer calibrations shall be performed at the survey site by methods described in EM 1110-2-1003, Chapters 9-7 thru 9-10 and at a frequency listed in Table 9-6 for navigation and dredging support surveys with soft bottom materials. The acoustic traces of the bar and ball check calibrations shall be captured on the fathometer paper chart (at 5, 10 and 20-ft. depths or as directed by the Government Representative) along with a notation indicating the site location (i.e., station lat/long, x/y), the date and time. Additionally, if a velocity meter probe is utilized, the average speed-of-sound reading for the entire water column and the location, date, and time of the probe sounding must also be noted on the fathometer paper chart. All calibrations and soundings shall be made in the presence and to the satisfaction of the Contracting officer's Representative at the job site.

1.7.2.3 Low Frequency Signal Parameters

The Low Frequency Pulse Width range of cycles (i.e. 1 to 10) used shall not produce signal lengths less than 35 microseconds or greater than 125 microseconds. For example, using an Odom MKIII 24 kHz transducer with a LF Pulse Width Setting of 2, will result in a 83.3 microsecond long signal. 2 cycles (i.e. LF Pulse Width Setting = 2/24,000 Hz = 83.3 microseconds).

1.7.3 Automatic Recording Tide Gage

The Contractor shall furnish a Hazen or compatible remote, automatic recording tide gage that may be monitored aboard the dredge. The Auto Gage shall be initially calibrated to the staff gage and once a week the staff gage and auto gage shall be calibrated through the completion of the job. The calibration back up data shall be submitted to the Government Inspector for daily reports.

1.7.4 Lead Line/Level Rod

Disposal area surveys may require the use of convention survey means to obtain required data. Lead lines used for soundings shall consist of a seven (7)-pound lead having a six (6)-inch mushroom shaped bottom attached to a low stretch line graduated in 0.1-foot increments. Level rods, if used for soundings, shall have a six (6)-inch diameter plate attached to the bottom. Methodology to obtain additional conventional survey requirements shall be approved by the Contracting Officer's Representative. If a total station instrument is used to perform the survey, the Contractor shall submit a copy of the survey data on magnetic media, a printout of the survey data, and computer-plotted profiles and cross sections from the original data. Plotted cross sections and profiles plus duplicate notes shall be kept at the jobsite at all times and made available to the Government.

1.7.5 Positioning Equipment

1.7.5.1 Electronic Surveys

Positioning equipment for electronic surveys shall be capable of achieving the required accuracy stated in paragraph "Positioning Surveys." Initial calibration and subsequent checks shall be in accordance with the manufacturer's instructions as required in paragraph "General."

1.7.5.2 Compiled Survey Data

All survey data shall be collected, recorded, and processed. Soundings and/or rod readings shall be taken to the nearest 0.1-foot, and X&Y coordinates of the location should be to the nearest foot. The applicable gage shall be read to the nearest 0.1 foot prior to and after each day's survey. More frequent readings will be required when directed by the Government Inspector. From the processed data, the Contractor shall provide certain survey information taken for the purpose of computing the total amount of work to be paid for. The Contractor shall furnish the required compiled survey data on CD. The information received should be free of errors and in the following format: (a) The X-coordinate in feet of a recognized Louisiana Lambert grid system, (b) the Y-coordinate in feet of same recognized Louisiana grid system, (c) the sounding, and (d) remarks such as the station number (i.e. 1+00), CL (for centerline), ES (for end of station), EJ (for end of file), and direction of survey (either "L" for + or "R" for -, followed by Station No., i.e. L 30+00). The time and date the cross section was taken and the gage reading applicable to the section shall also be included. The electronically recorded data files, along with a hard copy of the track plotter surveys, plotted on the chart to show compliance with alignment, shall be presented to the Government Representative on site no later than 2 days after the survey is taken. Under no circumstances shall the information be edited for the purpose of eliminating incorrect soundings. The Contractor shall provide a separate file listing all incorrect soundings to be eliminated. Additional format requirements for these files will be discussed, and sample formatted files will be made available, at the pre-work coordination meeting. The beginning station for each file shall be the repeated ending station from the previous file (i.e., Sta. 820+00 to 840+00, Sta. 840+00 to 860+00, etc.). The format for survey file(s) to be submitted to the Government will be discussed and sample sheets will be given at the Prework Coordination Meeting.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 COMMENCEMENT, PROSECUTION, AND COMPLETION

3.1.1 General

Surveys for all fixed stations shall be performed in accordance with Class 1 Third Order accuracy as defined by the National Oceanic and Atmospheric administration in "Classification, Standards of Accuracy, and General Specifications of Geodetic control Surveys." Prior to initiating positioning surveys using electronic survey equipment, a calibration test of the electronic measuring device shall be performed according to the manufacturer's instructions in the presence of the Contracting Officer's Representative. Calibration checks shall be run at the beginning and completion of each day's survey or portion thereof. Results shall be furnished daily to the Contracting Officer's Representative. All electronic surveys shall be tied to a fixed station. The station may be a Government furnished point or a temporary point established by the Contractor and approved by the Contracting Officer's Representative. Should the electronic measuring device fail to indicate the known distance within the factory defined error range for the device, the device shall not be used for determining survey positions.

3.1.2 Positioning Surveys

These surveys shall be controlled using electronic surveying equipment. Information and data to reestablish the Government baseline, or to establish the relationship between the electronic control system and the Government baseline and the channel centerline will be furnished by the Government upon request. The electronic positioning fixed stations (antenna locations) shall be located at points that will give the greatest amount of accuracy to the dredge and survey boats using the equipment. The coordinates of the fixed stations shall be tied to the channel centerline and shall be made available to the Government upon request. A positional tolerance of +/-5-feet will be permitted for surveys performed using electronic positioning equipment installed on the dredge and/or survey boats.

3.1.3 Preliminary Field Surveys

Prior to taking any original cross-sections, the Contractor shall run a Preliminary Field Survey electronically controlled field survey locating the positions of all day markers, buoys, and pipeline markers within the limits of the work. In addition, controlled cross sections of the channel a minimum of 500-feet wide (250 feet each side of the channel C/L) or from waters edge to waters edge, whichever comes first, shall be taken every 1,000-feet along channel centerline within limits of dredging. These surveys shall be performed in accordance with the specifications stated in the following paragraph. The data from this survey shall be plotted on a layout sheet (Track Plotter Chart) showing the ranges plotted in plan view, along with the utility and pipeline markers, day marker and buoy locations. The cross sections shall also be plotted with the theoretical dredging template superimposed upon the cross sections with section centerline delineated. This survey data shall be submitted to the Contracting Officer for review. The Contractor shall allow five (5) calendar days for determination/verification of the final channel alignment by the Contracting Officer. The Contractor shall not proceed with any dredging work until the Contracting Officer determines/verifies the final channel alignment and furnishes this information to the Contractor. Day markers, buoys, and pipeline sign locations, as surveyed in this preliminary survey effort, shall be included in the required contract as-built drawings.

3.1.4 Before and After Dredging Cross Sections

(1) Before and after dredging cross sections of the channel shall be taken at approximately 200-foot intervals within the limits of dredging. The soundings shall be made with a depth-sounding instrument described in paragraph "Fathometer". Distances between soundings on each cross section shall be a minimum of 5-feet apart and shall not exceed 20-feet on an azimuth normal to the centerline of the cut. The soundings shall be made with a depth-sounding instrument described in paragraph "Fathometer". A tolerance of 20 feet normal to and between the designated station and the actual survey line will be permitted. Any cross section sounding(s) exceeding the above specified tolerance shall invalidate the entire cross section. Data may be transmitted from the depth sounding equipment and recorded directly onto magnetic media, or picked from the depth sounding charts. If soundings are obtained from the depth sounder rolls, they shall be picked from the top of the true bottom line. Reflected lines (fluff lines) from lighter sedimentary materials shall be disregarded. Soundings shall be

chosen to the nearest 0.1-foot. Regardless of which data collection method is used, the depth sounder rolls shall be furnished to the Government. Data shall also be furnished to the Government in a structured ASCII format on magnetic media. The Track Plotter Chart shall also be furnished to the Government to verify positional tolerance.

(2) A layout of the before dredging cross sections shall be prepared on the preliminary field survey and approved by the Contracting Officer.

(3) The actual location of each sounding taken on each before and after dredging cross section range shall be provided. This information shall be in the form of printout tabulation giving the actual location of the soundings on an azimuth normal to the centerline of the cut (Batch Files). Soundings shall be to the nearest 0.1-foot referred to the water surface. The data obtained from the before and after dredging cross sections shall be plotted in plan view on a layout sheet (Track Plotter Chart) to a scale of 1 inch = 200 feet. The cross section information shall also be plotted on a printout sheet, 1 inch = 50 feet horizontal and 1 inch = 5 feet vertical scales, along with a section showing the required theoretical section. The time and date taken shall be shown and the gage reading applicable to the survey shall be shown. The applicable gage shall be read to the nearest 0.1 -foot prior to and after each day's survey. More frequent readings may be required when directed by the Contracting Officer's Representative.

(4) In addition to the above requirements, three (3) lead line soundings shall be taken along with every tenth cross section. One (1) sounding shall be taken at the channel centerline and one (1) each at the approximate east and west channel toe locations. The lead line soundings shall be included in the survey data, reduced, plotted and processed. Lead line soundings shall be shown on the applicable cross sections and the layout sheet (Track Plotter Chart).

3.1.5 After Dredging Profiles

As soon as possible after dredging quantity surveys have been completed in an acceptance reach, as specified in Section 35 20 23.00 12 DREDGING, paragraph "Acceptance Reach", profiles shall be taken over the same acceptance reach as the after dredging cross sections. The depth sounding instrument used to make the before and after dredging cross sections shall be used to make the after dredging profiles. No substitutions will be permitted unless approved by the Contracting Officer. Distances between soundings on each profile shall be a minimum of 5-feet, and shall not exceed 20-feet on an azimuth parallel to the centerline of the cut. A tolerance of 20-feet normal to and between the designated profile line and the actual survey line will be permitted. Controlled profiles of the channel shall be made along the channel centerline and one (1) at each outside bottom edge of the cut. The Government reserves the right to direct additional soundings to be taken along ranges normal to the above-defined acceptance profiles.

3.1.6 Before and After Disposal Area Surveys

"Before" and "After" disposal area surveys shall be taken parallel to the channel centerline at distances of 850; 1,500; 2,150; 2,800; 3,450; and 4,100 feet west of the centerline. The sections shall commence at the Gulf's waters edge and extend a minimum 2,000 feet gulfward of the waters edge. The distance between soundings and/or rod readings shall not exceed

50 feet. Louisiana Lambert XY coordinates of all range end-points shall also be provided. Care shall be taken to minimize damage to wetland vegetation during surveying operations. Utilization of marsh buggies or other wheeled or tracked vehicles will not be permitted landward of the waters edge. The Contractor's method for obtaining these sections shall be described in the Contractor's plan for the disposal for dredged material described in Section 35 20 23.00 12 paragraph "Plan for Disposal".

3.1.7 Survey Data

Each field book shall be given an identification number, which shall be noted on each page of the book. The information shown in the field notes shall meet the requirements of the Contracting Officer's Representative. The Contractor shall promptly plot the before and after dredging cross sections on a scale of 1-inch = 30-feet horizontally and 1-inch = 5-feet vertically, or as determined by the Government Inspector. The survey for progress payments shall have the theoretical design section superimposed thereon. Plotted cross sections, plan view sections, acceptance profiles, and duplicate notes shall be kept at the jobsite at all times and made available to the Contracting Officer's Representative as required. The contractor shall furnish to the Contracting Officer's Representative the plotted original cross sections for a minimum distance of 2000-feet ahead of dredging.

-- End of Section --

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SECTION 35 20 23.00 12

DREDGING
10/07

PART 1 GENERAL

1.1 SCOPE

The work provided for herein consists of furnishing all plant, labor, materials, and equipment and performing all operations necessary for the removal of all materials to the required dimensions as shown on the contract drawings, satisfactory disposal thereof, and all operations incidental thereto.

1.2 MEASUREMENT

1.2.1 Quantity Surveys

A survey of the sites for dredging shall be made in accordance with the provisions of Section 02 21 10.00 12 SURVEYS and all measurements to determine dredging quantities will be based on the "before and after dredging" cross sections described therein. The soundings and contours shown on the contract drawings are representative of conditions that existed June 2025 and do not necessarily represent existing conditions. Survey data reflecting most recent conditions will be obtained prior to contract award, and provided by amendment prior to bid opening. The elevations shown thereon shall be verified or corrected by the "before dredging" surveys. Determinations of quantities to be paid for in the area specified, after having once been made, will not be reopened.

1.2.2 After Dredging Profiles

Should the acceptance profiles and/or soundings described in Section 02 21 10.00 12 SURVEYS, paragraph "After Dredging Profiles," disclose any lack of the required dimensions, the Contractor shall redredge the area at no additional expense to the Government. After redredging, the required dimensions shall be verified by rerunning the profiles. Redredging shall be performed until the acceptance profiles and/or soundings show that the required dimensions have been obtained.

1.2.3 Quantity Computations

The quantity of dredged material removed and to be paid for will be measured by the cubic yard by computing the volume along the centerline between the "before and after-dredging" cross sections and the required dimensions as shown on the contract drawings using the average end area method. No allowance will be made for excessive dredging except as provided in paragraph "Excessive Dredging." In order for the Government to make dredging volume computations, the Contractor shall furnish the track plotter charts described in Section 02 21 10.00 12 SURVEYS, paragraph "Preliminary Field Surveys," and the "before and after dredging" data described in Section 02 21 10.00 12 SURVEYS, paragraph "Before and After Dredging Cross Sections." Survey quantities for payment shall be as determined by the Government

1.2.4 Acceptance Reach

For the purpose of acceptance, the completed work will be accepted in reaches of 2,000 linear feet along the channel centerline, but not later than two (2) weeks upon completion of dredging within that acceptance reach over the full bottom width of the required dimensions specified on the contract drawings. The contractor may be allowed to take "after dredging" cross sections as soon as a station is completed behind the dredge until the entire 2000-foot acceptance reach has been completed, subject to approval by the Contracting Officer's Representative. All after dredging cross-section data for that 2,000-foot acceptance reach shall be submitted as one (1) file. The Contractor shall submit the following packet for each 2,000- foot acceptance reach for before dredging and after dredging cross sections.

a. Track Plotter
b. Fathometer Roll, signed by Government Inspector
c. ASCII Format File
d. Print Out (Batch File)
e. Computation Tabulation Sheet
f. Plotted Cross-Sections to scale
g. Calibration Back-up Data for Electronic Position Equipment
h. Calibration Back-up Data for depth sounding instrument; and velocity meter (if used)
i. Sign off on Gage Readings Time and Date by Government Inspector.

1.2.5 Timely Performance Of Quantity Surveys

"Before-dredging" quantity surveys shall be made at least 2,000-feet in advance of dredging operations, not more than two (2) weeks prior to commencement of work in the acceptance reach or channel reach to be covered by the survey unless an exception is granted by the Contracting Officer. After dredging profiles shall be made within 2,000-feet behind the dredge, not more than two (2) weeks after completion of work in any acceptance reach. After dredging quantity surveys and after dredging profiles shall be taken in conjunction of each other. Deviations from this limiting time element may be necessary because of unusual job conditions or adverse weather, but shall be subject to approval by the Contracting Officer. Before and after dredging survey data shall be plotted and submitted to the Government in 2,000-feet reaches within three (3) calendar days after the surveys are taken.

1.2.6 Progress Payments

Monthly progress payments will be made based on quantities determined using "before dredging" surveys taken in accordance with Section 00700 CONTRACT CLAUSES entitled QUANTITY SURVEYS (FAR 52.236-16) and Section 02 21 10.00 12, SURVEYS; provided the after dredging surveys and any additional soundings that may be directed indicate that the Contractor has met the required dimensions and acceptance reach length.

1.2.7 Radio And Telephone Communication Equipment

No separate measurement will be made for furnishing and maintaining radio and telephone communication equipment.

1.3 PAYMENT

1.3.1 Mobilization And Demobilization

An item to cover the cost of initial mobilization and final demobilization of the Contractor's plant and equipment under this contract is included and will be paid for as stipulated in the Clause in Section 00700 CONTRACT CLAUSES, entitled PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DFARS 252.236-7004).

1.3.2 Dredging

Payment for dredging will be made at the contract unit price per cubic yard for "Dredging". Price and payment shall constitute full compensation for furnishing all plant, labor and materials and performing all work for surveying, including any additional soundings that may be directed, excavation, disposal of materials, furnishing diesel powered crewboats fully operated, aluminum skiff fully operated, furnishing survey vessel(s) as required in Section 02 21 10.00 12 SURVEYS, pollution control, furnishing and maintaining radio and telephone communications equipment, the installation, operation, and maintenance of the Dredging Quality Management DQM-certified system; and all operations incidental thereto.

1.4 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Dredge Plant Data

Plant Data Sheets. The Contractor shall complete the plant data sheets attached at the end of this section for the dredge and attendant plant the contractor intends to use to perform the work under this contract. Dredge physical data is required for submittal in the data sheets.

Plan of Operation; G,EDC

Submit a Plan of Operation at each pipeline and utility crossing. (See Paragraph WORKING IN THE VICINITY OF STRUCTURES AND UTILITY CROSSINGS)

Disposal of Dredged Material; G,EDC

Submit a disposal of dredging material plan in Government furnished disposal areas no later than seven (7) days prior to commencement of the work. (See Paragraph DISPOSAL OF DREDGE MATERIAL)

Access Plan; G,EDC

See subparagraph "Access Plan" of paragraph "QUALITY CONTROL", and Section 01100 GENERAL PROVISIONS, entitled ACCESS PLAN.

Construction Schedule; G,CDC

See subparagraph "Construction Schedule" of paragraph QUALITY CONTROL, and Section 00700 CONTRACT CLAUSES, paragraph SCHEDULES FOR CONSTRUCTION CONTRACTS (Far 52.236-15 - APR 1984).

SD-07 Certificates

Certified Letters; G,EDC

Copy of Certified Letters to Pipelines and Utilities Owners

SD-11 Closeout Submittals

Report of Operations; G,EDC

(See subparagraph "Report Of Operations" of paragraph QUALITY CONTROL)

1.5 QUALITY CONTROL

The Contractor shall establish and maintain quality control for dredging operations to assure compliance with contract requirements and maintain records of his/her quality control for all dredging operations including but not limited to the following:

(1) Dredging. Visual classification of material; limits of dredging as to bottom grades and widths; side slopes; alignment of channel.

(2) Access Corridors. The location, grade, disposal requirements, and adherence to usage of allowable access corridors.

(3) Dredged Material Disposal. Limits of dredged material as deposited in a disposal area, and location. Surveillance and location of the dredge discharge outlet, elevation of material placed in disposal areas, and distance from the channel centerline.

(4) Discharge Effluent.

(a) Any shoaling or leak in pipeline.

1.5.1 Quality Control Reports

The original and two copies of these reports and tests, as well as the records of corrective action taken, shall be furnished the Government daily. Format of this report shall be as prescribed in Section 01 45 04.00 10 CONTRACTOR QUALITY CONTROL.

1.5.2 Report Of Operations

(1) The Contractor shall prepare and submit a Report of Operations (ENG Form 4267) for each dredge working. This report shall be submitted on a daily basis and not in groups, e.g. several daily reports packaged together at one time. A sample of ENG Form 4267 is included at the end of this section.

(2) The Contractor shall also prepare a report of operations for each month or partial month's work on MVN Form 322 (Work Sheet for Preparing Consolidated Form 4267). The monthly report shall be submitted on or

before the 7th of each month, consolidating the previous month's work. MVN Form 322 can be computer generated and shall be approved by the Contracting Officer's Representative on site. A sample of MVN Form 322 is attached at the end of this section.

(3) The Contractor shall submit the leverman's log (cutters), mate's log (hoppers), or similar, or any other documentation as requested by the COR pertaining to dredging activities, both electronically and hard copy on a daily basis.

(4) All required reports shall be made available in electronic format. The Contractor shall distribute one (1) copy of each report to each of the following:

(a) Area Engineer, Lafayette Area Office
ATTN: Mr. John Page, CEMVN-CD-LA
646 Cajundome Blvd., Suite 301
Lafayette, LA 70506

(b) Government Inspector

(5) One copy of each Report of Operations shall be maintained by the Contractor on the dredge(s).

(6) Upon completion of work a comprehensive compilation of all prepared reports shall be supplied on CD ROM, grouped by report type, and organized chronologically to CEMVN-EDC, ATTN: Ethan Lowry. Submittals shall include one PDF file of all form 4267 in chronological order with the form 322(s) combined into one file.

(7) Further instructions on the preparation of the reports will be furnished at the Preconstruction Conference.

1.5.3 Access Plan

The Contractor shall submit an Access Plan to be reviewed and approved by the Contracting Officer. The requirement is specified and further detailed in the Section 01100 GENERAL PROVISIONS, entitled ACCESS PLAN.

1.5.4 Construction Schedule

The Contractor shall submit a practicable construction schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work. The requirement is specified and further detailed in Section 00700 CONTRACT CLAUSES (FAR 52.236-15) SCHEDULES FOR CONSTRUCTION CONTRACTS.

1.6 RADIO AND TELEPHONE COMMUNICATIONS

1.6.1 Maritime Radio Transceiver

The Contractor shall furnish and maintain throughout the contract, one FM ship's radio transceiver with power not in excess of 25 watts, and at least 15 watts output on the maritime frequencies of 156.800 (Channel 16) and 156.375 (Channel 67) MHz 16F3 emission, with a tolerance of plus or minus 5 kHz deviation at 100 percent modulation for communication concerning navigation in the vicinity of the dredge. The radio shall be operated in accordance with FCC rules and regulations.

1.6.2 Radio Equipment For Additional Dredges

In the event that the Contractor has more than one dredge operating simultaneously under this contract, the above-specified radio equipment shall be furnished and maintained on each dredge. The radio transceivers provided for in paragraph Maritime Radio Transceiver shall be continuously monitored by qualified Contractor personnel aboard each dredge.

1.6.3 Cellular Telephone and Internet

The Contractor shall provide at least one (1) cellular telephone aboard the dredge. Cellular phone service shall be available to Government personnel for conducting official Government business 24 hours per day, seven (7) days per week. In the event that more than one (1) dredge is assigned to contract, there must be one (1) cellular phone per dredge. The Contractor shall also provide high speed Internet service and associated equipment must be capable of providing adequate connection to allow the inspectors to import/export files through RMS (shall provide a minimum download speed of 10 Mbps and a minimum upload speed of 1.5 Mbps for the sole use of the Inspector). The Contractor must field verify that the service provider chosen has adequate continuous coverage at the construction site. The Contractor shall be responsible for the installation, maintenance of and the monthly service fees necessary to provide continuous cellular telephone and high speed Internet service for the duration of the contract. Final approval of the plant will not be made until the equipment is installed and in good working order.

1.6.4 Automatic Identification System (AIS)

The dredge shall be equipped with an Automatic Identification System (AIS) in accordance with the Code of Federal Regulations, 33 CFR 164.46. The system shall be operable at all times throughout the contract period. No separate payment will be made for AIS equipment. The Contractor shall include any and all costs for AIS equipment in the contract prices for items of work to which the equipment is incidental thereto. For further information, go to:

https://ecfr.federalregister.gov/on/2020-10-27/title-33/chapter-I/subchapter-P/part-164/

1.7 PLANT

1.7.1 General Requirements

The Contractor shall keep on the job the necessary dredge equipment and attendant plant to meet the requirements of the work. The dredge equipment and attendant plant shall be in satisfactory operating condition and capable of safely and efficiently performing the work as set forth in specifications and shall be subject to inspection by the Contracting Officer's representative at all times.

1.7.2 Plant Data Sheet Submittal

The Contractor shall complete the Dredge Plant Data sheets attached at the end of this section for the dredge and attendant plant the contractor intends to use to perform the work under this contract. Dredge physical data is required for submittal in the data sheets. If any of the data submitted in the plant data sheets changes during the execution of the contract the Contractor shall submit new data to the Government within 48

hours thereafter, showing the changes made to the equipment, along with the date(s) the changes were made. The completed data sheets shall be submitted within five (5) calendar days after Contractor receipt of Government Notice to Proceed. The dredge plant data shall be submitted to the ACO at the address listed in paragraph "Report of Operations".

1.7.3 Capacity

No reduction in the capacity of the dredge equipment and attendant plant employed to execute the work shall be made except by written permission of the Contracting Officer. The measure of the "Capacity of the Dredge and Attendant Plant" shall be its actual performance on the work to which these specifications apply.

1.7.4 Inspectors (Government Agents) Transportation

The Contractor shall furnish, throughout the contract period, for the exclusive use of the Government: a motorboat, minimum 18 foot in length, with enclosed cabin, a minimum of a 50 horsepower motor and equipped with safety equipment as required by EM 385-1-1. The Contractor shall also furnish fuel, oil, and maintenance of the motorboat throughout the contract period. The Contractor shall assume full responsibility for the storage and security of the motorboat when not in use by the Government employees. There shall be no separate payment for these items and the cost shall be distributed throughout the existing bid items. Equipment which fails to perform because of insufficient power or other mechanical deficiencies or due to inexperienced operators shall be replaced, or the operator replaced, as the case may be, within 12 hours after the Contractor is directed to do so by the Contracting Officer's Representative. No smoking shall be allowed inside the cabin and operator's space while occupied by Government personnel. No Smoking signs shall be posted.

1.8 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1	(2024) Safety -- Safety and Occupational Health (SOH) Requirements

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 DREDGING

3.1.1 General

Dredging shall consist of the removal and satisfactory disposal of all material encountered to achieve the design section shown on the contract drawings and as specified herein.

3.1.2 Hydraulic Cutterhead Dredging

Hydraulic cutterhead dredging operations shall be performed between Mile 1.3 and Mile (-) 4.0, Station 70+00 and Station (-) 210+00. All work shall be performed as specified herein and as shown on the contract drawings.

3.1.3 Channel Dimensions

The channel shall be dredged to the required dimensions shown on the contract drawings and indicated below. A box cut will be permitted. The extent of required dredging and control of the box cut is illustrated in the Box Cut detail attached at the end of this section.

C/L Stations 70+00 to 5+50: Depth (-)16.0 feet MLG at a Bottom Width of 125 feet.

C/L Station 5+50 to 0+00: Depth (-)16.0 feet MLG with a uniform transition from 125 feet to 250 feet in Bottom Width.

C/L Stations 0+00 to (-) 210+00: Depth (-)16.0 feet MLG at a Bottom Width of 250 feet.

3.1.4 Excessive Dredging

Excessive dredging is defined to be any dredging which is in excess of the required dimensions, as shown on the contract drawings. Any material removed in excess of the required dimensions will not be measured for payment. The Contractor shall be responsible for damages caused by excessive dredging. Nothing herein shall be construed to prevent payment for removal of shoals performed in accordance with the provisions of Section 01100 GENERAL PROVISIONS entitled SHOALING.

3.1.5 Slides

In the event sliding occurs in any part of any excavation after its completion but prior to its acceptance, the Contractor shall remove such portions of the slide as the Contracting Officer may direct. In the event, the slide is caused through the fault of the Contractor as determined by the Contracting Officer, the slide shall be removed by the Contractor at no additional expense to the Government. In the event the slide is not due to the fault of the Contractor, payment for removal will be made at the contract unit price for "Dredging."

3.1.6 Character Of Materials

The material to be removed within the required dimensions specified consists of shoaling that has occurred since the channel was last dredged and insitu material. Sand, silt, clay, shell, logs, stumps, snags, debris, and other obstructions may be encountered. Bidders are expected to examine the site of the work and, after investigation, decide for themselves the character of the materials. The Contractor shall note the following dredging jobs previously performed.

Limits	Date Dredged	Design Elevation Depth (ft-MLG)	Width Dimensions
C/L Station 70+00 to C/L Station 5+50	Mar 2007	-16.0	125

C/L Station 0+00 to C/L Station -210+00	Mar 2007	-16.0	250
C/L Station 70+00 to C/L Station 5+50	Apr 2009	-16.0	125
C/L Station 0+00 to C/L Station -210+00	Apr 2009	-16.0	250
C/L Station 70+00 to C/L Station 5+50	Apr 2019	-16.0	125
C/L Station 0+00 to C/L Station -210+00	Apr 2019	-16.0	250
C/L Station 70+00 to C/L Station 5+50	Oct 2023	-16.0	125
C/L Station 0+00 to C/L Station -210+00	Nov 2023	-16.0	250

Note: Channel transitions from 125 feet to 250 feet in width between C/L Stations 5+50 and 0+00.

Virgin material may be encountered below the channel dimensions listed above. The table above indicates the last maintenance dredging event performed. Dredging history of Freshwater Bayou is available on request.

3.2 WORKING IN THE VICINITY OF STRUCTURES AND UTILITY CROSSINGS

3.2.1 General

The Contractor shall exercise caution when working in the vicinity of structures and utilities adjacent to the channel or disposal areas and/or pipeline crossings in the channel or disposal areas. Repair of any damage resulting from excessive or improper excavation in the bottom or on the side slopes of the channel shall be the responsibility of the Contractor. Where dredging to obtain the required dimensions might endanger any structure, the Contracting Officer, upon request, may reduce the required excavation in the vicinity of such structure.

3.2.2 Required Dimensions

The Contractor shall provide full contract dimensions over all utility crossings by whatever approved method the Contractor elects to use. The Contractor shall submit for approval by the Contracting Officer a detailed plan of operation at each pipeline or utility crossing. The plan shall contain emergency measures to be taken in the event of an accident. The Contractor shall notify the owners of pipelines or utilities by certified mail at least 7 days prior to operating within 500 feet of a pipeline or utility referencing the following information:

* The anticipated date the dredge will work over the pipeline/utility;
* The depth and width of the dredge cut over the pipeline/utility;
* Points of contact and telephone numbers;
* Emergency procedures; and,
* Any other information from the Contractor that the pipeline/utility owner may consider significant for safe dredging operations over the

crossing.

This applies to all disposal operations near pipelines/utilities. A copy of certified letters shall be submitted for information to the Contracting Officer concurrent with owner notification. The Contractor shall also provide transportation, meals and/or lodging for any pipeline/utility representatives who are deemed necessary to remain aboard the dredge while working in the vicinity of these crossings.

The Government will not be responsible for any damages to structures or pipelines/utilities due to the Contractor's deviation from the approved plan.

3.2.3 Access to and within the Beach Nourishment Area

The Contractor shall submit for approval by the Contracting Officer a detailed plan of operation at each pipeline or utility crossing for access to and within the beach nourishment area. No flotation excavation is allowed for access to and within the beach nourishment area. The plan shall contain emergency measures to be taken in the event of an accident. The Contractor shall notify the owners of pipelines or utilities by certified mail at least 10 days prior to operating within 500 feet of a pipeline or utility.

3.2.4 Existing Pipelines, Structures Or Utilities

The vertical clearances listed below were furnished by the utility owners at the time permits were issued and/or from "AS-BUILTS" and are not the result of a survey made by the Government. In addition, various pipeline databases available here at the New Orleans District, as well as nautical charts published by NOAA, have been used in verifying the existence and locations of utilities within the vicinity of the project. The Contractor shall contact "LA One Call" at either 811 or 800-272-3020 and Gulfsafe at 1-888-910-4853 prior to dredging operations. Finally, prior to initiating dredging operations, the Contractor shall investigate the NOAA Chart OnLineViewer to verify any chart and utility updates in the project vicinity. The specific chart relating to this project can be found at:

https://www.historicalcharts.noaa.gov/image.php?filename=11350-5-2024

The following pipelines, structures or utilities are located within the project area. The locations, alignments, and clearances of all pipelines shall be verified in the field by the contractor prior to dredging in the area. Also, Contractor should be aware that there are other pipelines located within the general area:

Utility Or Structure	Approximate Station	Elevation M.L.G.	Name and Address of Owner
4" Flowline	-121+12.47	Permit Elevation -24.0	Shell/Gibson 224 E. 101st Place Cut Off, LA 70345 Tong An 1-312-399-8933 Shane Degrease 1-346-773-5782
6" Gas Pipeline	-146+96.15	Permit	Fieldwood P/L Formerly Apache Corp

		Elevation jetted 3.0' below mud level	2014 West Pinhook Lafayette, LA 70508 Damian LeJune 1-337-652-7684 Damian.LeJune @fwellc.com
8" Oil Pipeline	Parallel to Channel	Unknown	Alta Mesa Resources P/L (Formerly Meridian) 15021 Katy Fwy Suite 400 Houston, TX Lee Zatman 1-281-943-5592
20" Gas Pipeline	Parallel to Channel	Unknown	Energy Transfer P/L (Formerly Pan handle) 8111 Westchester Dr Dallas, TX Bob McDonald 1-337-519-2980 Bob.McDonald@ energytransfer.com

3.2.5 Unidentified Pipelines, Structures, Or Utilities

Any unidentified pipelines, structures, or utilities that may be found within the limits of the work, during the course of dredging shall not be disturbed nor shall excavation be performed at this location unless approved by the Contracting Officer.

3.2.6 Utility and Pipeline Marking Required

If/when the dredge(s) is within 1,000 feet of the location of any utility or pipeline, the Contractor shall mark the established location of each utility or pipeline by placing one (1) Coast Guard approved yellow flashing buoy on each side of the channel to accurately mark the location of the pipeline or utility within easy view of the dredge leverman. The Contractor shall immediately remove such buoys upon completion of dredging in the area of the utility or pipeline.

3.2.7 Disposal

No dredged material shall be directly discharged within 300 feet of any structure or utility, except as specifically approved in the Contractor's dredge material placement plan for site access.

3.3 DISPOSAL OF DREDGED MATERIAL

3.3.1 Disposal Areas

The dredged material shall be transported and deposited in the disposal areas provided by the Government as shown on the contract drawings and as specified herein. In no case, where open water disposal is used, shall the

excavated material be discharged closer to the channel than the channelward limit of the disposal area as shown on the contract drawings. The use of marsh buggies or other wheeled or tracked vehicles shall not be permitted over vegetated marsh.

3.3.2 Placement of Dredged Material

Material dredged between C/L Station 70+00 and C/L Station (-) 210+00 shall be discharged within the Beach Nourishment disposal area shown on the drawings. The disposal area is unconfined. The Contractor shall discharge material parallel to and no nearer than 100 feet offshore of the water's edge at the time of placement generally within the limits shown on plate C-01. The material shall be deposited in such a manner as to create a continuous deposit directly adjacent to the existing shoreline to a near uniform initial elevation ranging between +4.5 and +5.0 feet MLG. Marsh buggies or other wheeled or tracked vehicles will not be permitted to ascend the beach. All such equipment shall remain gulf ward of the shoreline.

3.3.3 Prevention Of Damage

The dredged material shall be transported and deposited in such a manner as to insure that no damage will occur to growing crops, highways, levees, drainage systems, pipelines, utility lines, structures, or other improvements. The limits of disposal shall be marked by the Contractor with conspicuous buoys or stakes.

3.3.4 Excessive Discharge Pipe Leakage

Excessive leakage of the discharge pipe shall be sufficient cause for the Contracting Officer to require the Contractor to cease pumping until corrective measures can be taken.

3.3.5 Plan for Disposal

The Contractor shall submit to the Contracting Officer for review and approval a plan for disposal of dredged material in Government furnished disposal areas a minimum of seven (7) days prior to commencement of the work. This is to insure that the retention of material is maximized. This plan shall include dredge discharge stations and distance from the channel centerline of each respective discharge location.

3.3.6 Effluent Sedimentation

In areas not yet accepted for payment or in areas not yet dredged, the Contractor shall remove all effluent sedimentation from the channel at no additional expense to the Government. In areas previously accepted for payment, and in adjacent areas of the channel where no work is required, the Contractor shall remove all effluent sedimentation from the channel within 500-feet of the point where the waste water is returned to the channel at no additional expense to the Government.

3.3.7 Deposition In Non-Approved Areas

Any material that is deposited elsewhere than in disposal areas shown on the contract drawings may be required to be removed and deposited in approved areas at no additional expense to the Government. Should the Contractor refuse, or delay compliance with the above requirement, such material may be removed by the Contracting Officer, and the cost of such

removal may be deducted from any money due or to become due the Contractor.

3.3.8 Protection Of Government Monuments, Markers, Or Towers

No dredged material shall be deposited on or near any Government monuments, markers, or towers such that they may become covered or destroyed. At no time shall dredging plant be anchored, moored, or attached to any Government pilings or towers along the route of work.

3.3.9 Submerged Discharge Lines

If a submerged discharge line is used, it shall at no time reduce the depth and width of the existing channel in which it is placed. When the submerged pipeline is placed in shallow water and where the possibility exists for motor boats to cross the pipeline, the pipeline shall be marked at 150ft intervals for the entire length of the pipeline with Coast Guard approved fluorescent orange buoys and signs stating "DANGER SUBMERGED PIPELINE."

3.3.10 Work In The Vicinity Of Other Government Contractors

The Contractor shall coordinate his/her operations, through the Contracting Officer's Representative, with any other Government Contractors who may be working in the vicinity (i.e. locks, control structures, revetment, jetty repairs, and dike construction, etc.). Listed below is the contact information for structures in vicinity of work:

Freshwater Bayou Lock
Lock Wall-(318) 737-2481 - After Hours & Weekends
Lock Office-(337) 737-2470 - Mon-Fri, 0700 to 1530
Fax Number-(318) 737-2479

3.3.11 Adverse Weather

The Contractor shall note that working in Terrebonne Bay and Cat Island Pass is subject to extreme weather conditions particularly during the winter months. The Contractor shall be responsible for the safe operation of the dredge and attendant plant throughout the duration of work. Should hazardous weather conditions arise during the prosecution of the work, the Contractor shall determine if weather conditions permit safe dredging and disposal operations. If the Contractor determines that weather conditions do not permit safe dredging and disposal operations, the Contractor, at his/her discretion may cease dredging and disposal operations. The Contractor shall not be entitled for compensation for ceasing dredging operations due to adverse weather conditions. The Contractor may, however, be entitled to an extension of the contract duration and shall submit a formal request, including all support data, for contract extension consideration, should adverse weather affect the timely completion of work.

-- End of Section --

DREDGE AND ATTENDANT PLANT DATA SHEET

Submittal Date: _____

In compliance with the contract requirements to submit plant data and subject to all conditions thereof, the undersigned _____ a corporation/joint venture/individual (indicate appropriate status) organized and existing under the laws of the City of _____ and the State of _____, hereby correctly describes the Contractor's plant to the Government, which is performing work under the following named contract _____ and Contract No: _____.

Signed: _____

Certifying Officer of the Contractor's Firm

Title: _____

One cutterhead dredge and attendant plant with the following characteristics (in English units of measurement):

1. DREDGE INFORMATION:

(a) Bid Lot Number: _N/A__

(b) Dredge Name: _____ Dredge USCG Official Number: _____

(c) Minimum width of channel in which dredge can successfully operate and make a 180 degree turn around: _____

(d) Maximum draft of dredge: _____

(e) Depth range to which dredge will dig:

Maximum:_____ Minimum:_____

(f) Maximum effective dredge swing, in degrees: _____

(g) Length of dredge spuds: _____

(h) Length and beam of dredge hull: _____

(i) Length of dredge ladder: _____

(j) Length of suction and boat lines: _____

(k) Inside diameter of pump discharge: _____

(l) Inside diameter of pump suction inlet: _____

(m) Suction lift (Elevation of main dredge pump relative to the water surface level): _____

(n) Diameter of main pump impeller eye: _____

(o) Outside diameter of main pump impeller: _____

(p) Brake horsepower and corresponding engine RPMs (during dredging operations) applied to main pump impeller at rated drive of the prime mover, during dredging operations: _____

(q) Inside diameter of submerged pump discharge: _____

(r) Inside diameter of submerged pump suction inlet: _____

(s) Suction lift (Elevation of submerged dredge pump relative to the water surface level): _____

_____

(t) Diameter of submerged pump impeller eye: _____

(u) Outside diameter of submerged pump impeller: _____

(v) Brake horsepower and corresponding engine RPMs (during dredging operations) applied to submerged pump impeller at rated drive of the prime mover, during dredging operations:

_____

(w) Cutterhead type and diameter: _____

(x) Brake horsepower applied to cutterhead during dredging operations: _____

(y) Pump engine(s) horsepower and corresponding RPM: _____

(z) Completion date of each dredge pump engine re-build: _____ _____

(aa) Type(s) of production rate monitoring equipment on-board the dredge (measuring cy/hr of material dredged): _____

(ab) Indicate type of dredge advance mechanism (e.g. walking spuds, spud carriage or wires, etc.): _____

_____

2. BOOSTER PLANT INFORMATION:

(a) Length of suction and boat lines _____

(b) Inside diameter of pump discharge: _____ (This item must agree with the bid lot used.)

(c) Inside diameter of pump suction inlet: _____

(d) Suction lift (Elevation of booster pump relative to the water surface level): _____

(e) Diameter of pump impeller eye: _____

(f) Outside diameter of pump impeller: _____

(g) Brake horsepower and corresponding engine RPMs (during dredging operations) applied to pump impeller at rated drive of the prime mover, during dredging operations: _____

(h) Pump engine(s) horsepower and corresponding RPM: _____

(i) Completion date of booster pump engine re-build: _____

3. TENDER NO. 1:

(a) Name: _____

(b) Length and Beam: _____

(c) Owner, Name and Address: _____

_____

(d) Total Propulsion Horsepower: _____

(e) The Tender may be inspected at the following location: _____

_____

_____

4. TENDER NO. 2:

(a) Name: _____

(b) Length and Beam: _____

(c) Owner, Name and Address: _____

_____

(d) Total Propulsion Horsepower: _____

(e) The Tender may be inspected at the following location: _____

_____

_____

5. SURVEY BOAT:

(a) Name: _____

(b) Length and Beam: _____

(c) Owner, Name and Address: _____

_____

(d) Total Propulsion Horsepower: _____

6. SURVEY SKIFF:

(a) Name: _____

(b) Length and Beam: _____

(c) Owner, Name and Address: _____

_____

(d) Total Propulsion Horsepower: _____

7. PICKET BOAT:

(a) Name: _____

(b) Length and Beam: _____

(c) Owner, Name and Address: _____

_____

(d) Total Propulsion Horsepower: _____

8. CREW BOAT:

(a) Name: _____

(b) Length and Beam: _____

(c) Owner, Name and Address: _____

_____

(d) Total Propulsion Horsepower: _____

9. ELECTRONIC POSITIONING EQUIPMENT: (Model and Type):_____

_____

10. DEPTH SOUNDER: (Model and Type):_____

_____

11. DREDGE OWNER INFORMATION:

Firm Name: _____

Point of Contact: _____

Title: _____

Business Address:

Street: _____

City: _____

Parish/County: _____

State: _____ Zip+4 _____

Telephone No: (_____) _____

Facsimile No: (_____) _____

Additional signature blocks to be used for joint venture partner(s):

Firm Name: _____

Point of Contact: _____

Title: _____

Business Address:

Street: _____

City: _____

Parish/County: _____

State: _____ Zip+4 _____

Telephone No: (_____) _____

Facsimile No: (_____) _____

Firm Name: _____

Point of Contact: _____

Title: _____

Business Address:

Street: _____

City: _____

Parish/County: _____

State: _____ Zip+4 _____

Telephone No: (_____) _____

Facsimile No: (_____) _____

REPORT OF OPERATIONS -- PIPELINE, DIPPER OR BUCKET DRESDGES

REPORTS CONTROL SYMBOL
ENGCW-0-13

THRU:	TO:	FROM:	DATE OR PERIOD	REPORT NO.

CHARACTER OF REPORT	[ ]	MAINTENANCE	[ ]	DAILY	[ ]	COMPLETION	DREDGE PUMPS OPERATING & CORRESPONDING RPM	[ ]	MAIN 1		RPM	DREDGE TYPE:	
	[ ]	NEW WORK	[ ]	ANNUAL				[ ]	MAIN 2		RPM	[ ]	BUCKET
DREDGE	NAME		DREDGE ADVANCE MECHANISM					[ ]	SUBMERGED		RPM	[ ]	CUTTERHEAD
			TYPE (walking, carriage, wires):					[ ]	BOOSTER 1		RPM	[ ]	DIPPER
			IDLER BARGE USED (Yes/No):					[ ]	BOOSTER 2		RPM	[ ]	DUSTPAN

DREDGE DISCHARGE SIZE (ID), IN	CUTTER, HP	DUSTPAN SUCTION PIPE JET, HP	PROPULSION	DIPPER OR BUCKET
				cu. yds. cap.

NUMBER OF CREWMEMBERS	DREDGE	SHORE	OTHER	TOTAL	WORK SCHEDULE →	SHIFTS PER DAY	DAYS PER WEEK

PROJECT AND ASSIGNMENT				ASSIGNED DIMENSIONS →	WIDTH	DEPTH	OVERDEPTH
LOCATION (INCLUDE STATIONS NUMBERS)		>		WIDTH OF SWING		RANGES - RT, CL, LT	
		>		WIDTH OF SWING		RANGES - RT, CL, LT	
C/L STATIONS		>		WIDTH OF SWING		RANGES - RT, CL, LT	

CHARACTER OF MATERIAL (leave blank if grab samples aren't taken)	ABSOLUTE DENSITY		IN PLACE DENSITY		VOIDS RATIO		
		GMS/liter		GMS/liter			
	GRAIN SIZE				VISUAL MATERIAL CLASSIFICATION	TYPE	
		MM		MM		TYPE	
						TYPE	

CONTRACT OR ORDER NUMBER	NUMBER	☐ CONTRACTOR	☐ HIRED LABOR	TOTAL NUMBER OF DAYS ON WHICH WORK WAS DONE:

CHANNEL CONDITION	AVERAGE DEPTH →	BEFORE DREDGING	AFTER DREDGING	MINIMUM SOUNDING →	BEFORE DREDGING	AFTER DREDGING

RIVER STAGE	MINIMUM		TIME		MAXIMUM		TIME		GAGE LOCATION

WEATHER CONDITION	(clear, cloudy, rain, snow, and fog)	VISIBILITY		WIND (maximum velocity & direction)
			miles	

WORK PERFORMED

ITEM	UNIT	QUANTITY
AVERAGE WIDTH OF CUT (SWING)	FEET	
TOTAL ADVANCE THIS PERIOD	FEET	
TOTAL ADVANCE PREVIOUS TO THIS PERIOD	FEET	
TOTAL ADVANCE TO DATE	FEET	
TOTAL LENGTH OF DISCHARGE PIPELINE: ***SEE REVERSE SIDE**		
AVERAGE LIFT	FEET	
AVERAGE PUMP SPEED	RPM	
AVERAGE GROSS CY'S DREDGED PER PUMP HOUR	CY/HR	
AVERAGE NET CY'S DREDGED PER PUMP HOUR	CY/HR	
AVERAGE LINEAR FOOT PER HOUR	LF/HR	

CUBIC YARDS REMOVED

AMOUNT DREDGED THIS PERIOD:	
(1) CREDITED (pay place)	
(2) GROSS (computed amount)	
AMOUNT PREVIOUSLY REPORTED:	
(1) CREDITED (pay place)	
(2) GROSS (computed amount)	
TOTAL AMOUNT DREDGED TO DATE:	
(1) CREDITED (pay place)	
(2) GROSS (computed amount)	

ATTENDANT PLANT

ITEM	NAME OR NUMBER	HOURS
DREDGE		
TENDER #1		
TENDER #2		
SKIFF		
CREW		
SURVEY		
BARGES		
CRANE BARGE		
IDLER BARGE		
CUTTER-TYPE		
SPUD LENGTH		

NUMBER OF INSPECTIONS	BY DISTRICT PERSONNEL		BY DIV & OCE PERSONNEL	

CONTRACT USE ONLY	HAS ANYTHING DEVELOPED WHICH MIGHT LEAD TO A CHANGE ORDER OR CLAIM?	( )	NO
	(If "YES", explain under remarks on back)	( )	YES

DISTRIBUTION OF TIME

EFFECTIVE WORKING TIME (chargeable to cost of work)		AMOUNT
PUMPING OR DREDGING		
PCT. OF EFFECTIVE TIME		
BOOSTER (in line) :		

NON-EFFECTIVE WORKING TIME (chargeable to cost of work)		NO. OF TIMES	AMOUNT
HANDLING PIPELINES	HPL		
HANDLING ANCHOR LINES	HAL		
CLEARING PUMP AND PIPELINE	CPPL		
CLEARING CUTTER OR SUCTION HEAD	CCSH		
WAITING FOR SCOWS	WFS		
TO AND FROM WHARF OR ANCHORAGE	TFWA		
CHANGING LOCATION OF PLANT ON JOB	CLPJ		
LOSS DUE TO OPPOSING NATURAL ELEMENTS	LDNE		
LOSS DUE TO PASSING VESSELS	WVP		
SHORELINE AND SHORE WORK	SLSW		
WAITING FOR BOOSTER	WFB		
MINOR OPER. REPAIRS (explain in remarks)	MOR		
WAITING FOR ATTENDANT PLANT	WAP		
PREPARATION AND MAKING UP TOW	PMUT		
TRANSFERRING PLANT BETWEEN WORKS	TPBW		
LAY TIME OFF SHIFT AND SATURDAYS	LTOSS		
SUNDAYS AND HOLIDAYS	SH		
FIRE DRILL	FD		
MISCELLANEOUS (explain in remarks)	MISC		
TOTAL NON-EFFECTIVE WORKING TIME			
PCT. OF NON-EFFECTIVE TIME			

TOTAL EFFECTIVE AND NON-EFFECTIVE TIME (chargeable to cost of work)	
PCT OF TOTAL TIME IN PERIOD	

LOST TIME (not chargeable to cost of work)	
MAJOR REPAIRS AND ALTERATIONS	
CESSATION	
COLLISIONS	
MISCELLANEOUS (explain in remarks)	
TOTAL LOST TIME	
PERCENTAGE OF TOTAL TIME	

TOTAL TIME IN PERIOD	

SUMMARY OF DREDGE DISCHARGE PIPELINE, DISPOSAL AREAS AND TIME BREAKDOWN

ATTENDANT PLANT

DREDGE DISCHARGE PIPELINE

FLOATING PONTOONS	AMOUNT	SUBMERGED	AMOUNT	SHORE	AMOUNT	
Metal		Metal		Metal		
PVC		PVC		PVC		TOTAL COMBINED DISCHARGE, LF
Flexifloat		Other		Other		
TOTAL LF						

ELBOWS		
	Stiff	
	Swivel	

LEAST INSIDE DIAMETER OF DISHARGE PIPELINE, IN

DISPOSAL AREA EQUIPMENT

Marsh Trackhoes-30'	
Marsh Trackhoes-60'	
Marsh Buggies	
Dozers	
Front End Loaders	
Air Boats	
ATV's	
Y-Valves	
Spreaders	

ANCHORING SYSTEMS

Skidder Barges	
ANCHORS	
Breast	
Head	
Line	
Other	

DISPOSAL AREA SUMMARY

NAME/LOCATION COORDINATE	SHORE CONNECTION	DATE START	DATE FINISH	TOTAL GROSS CYS	TOTAL ACREAGE	REMARKS

TIME BREAKDOWN

	100%	70%	35%	0%	0% - MISC (Mob)	TOTAL
BASE HRS						
OPTION HRS						
PREVIOUS HRS						
TOTAL HRS						

OPERATING SUPPLIES

		TODAY QUANTITY	PREVIOUS QUANTITY	QUANTITY TO DATE
FUEL (diesel)	GAL.			
LUBRICANT (oil)	GAL.			
LUBRICANT (grease)	LBS.			
WATER	GAL.			

REMARKS:

SUBMITTEDED BY (Name, title, and signature)	RECOMMENDED BY (Name, title, and signature)	APPROVED BY (Name, title, and signature)
NAME:	NAME:	NAME:
TITLE:	TITLE:	TITLE:

WORK SHEET FOR PREPARING CONSOLIDATED FORM 4267

Contract No.: W912P8-___-___-___ Period: _____

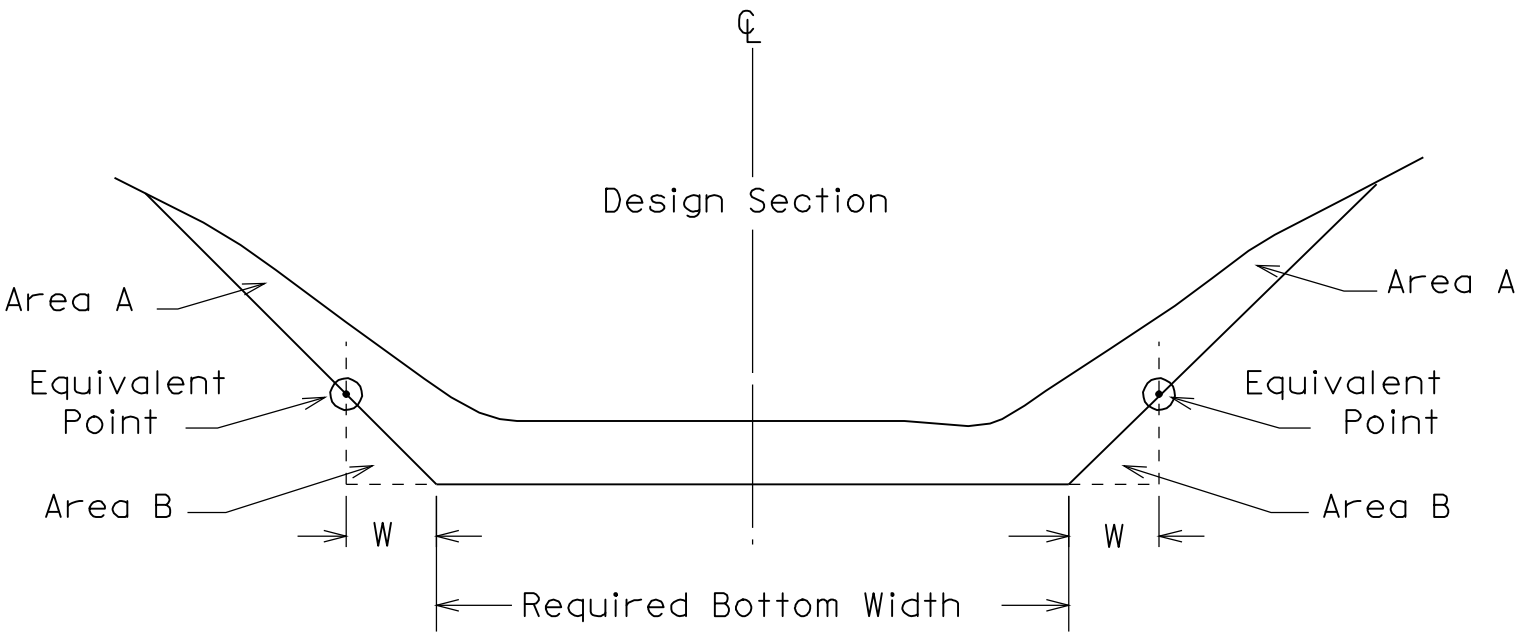
Dredge: _____

Date	Advance	Assign Width	Elevation		Cubic Yards	C.Y. Hour	Pump Time	Delays											Delay Time	Discharge Lines				Tide Guage	Discharge Lines				Pump RPM	Dredge Crew	Assignments	
			BD	AD				HPL	HAL	CPPL	CCSH	CLPJ	MOR	SISW	WIP	LDNE	PMUT	MISC		Pontoon	Shore	Sub.	Total		Fuel	Oil	Grease	Water			West	East
1																															
2																															
3																															
4																															
5																															
6																															
7																															
8																															
9																															
10																															
Total																															
Avg.																															
11																															
12																															
13																															
14																															
15																															
16																															
17																															
18																															
19																															
20																															
Total																															
Avg.																															
21																															
22																															
23																															
24																															
25																															
26																															
27																															
28																															
29																															
30																															
31																															
Total																															
Avg.																															
G.T.																															
Avg.																															

NOTES: _____

MVN Form 322
March 1998

(Proponent: CEMVN-CD-NO-Q)



Box Cut Section

Definitions:

Equivalent Point - That point on each side slope where the area above the point (Area A) equals the area below the point (Area B)

W - That additional width on each side of the required bottom width, that is determined by the location of the equivalent point, necessary to make Area A = Area B

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NATIONAL DREDGING QUALITY MANAGEMENT PROGRAM PIPELINE HYDRAULIC DREDGE

August 4, 2023

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SECTION 35 20 23.33

NATIONAL DREDGING QUALITY MANAGEMENT PROGRAM
PIPELINE HYDRAULIC DREDGE

August 4, 2023

PART 1 GENERAL

1.1 DESCRIPTION

The work under this contract requires use of the US Army Corps of Engineers (USACE) National Dredging Quality Management Program (DQM) to monitor the dredge's status at all times during the contract duration and manage data history.

This performance-based specification section identifies the minimum required output as well as the precision and instrumentation requirements. The requirements may be satisfied using equipment and technical procedures selected by the Contractor.

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation. Submittals not having a "G" classification are for information only. When a "G" classification is used, a code following the "G" identifies the office that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00, SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Dredge Plant Instrumentation Plan Revisions or Addendum; G, OM

SD-07 Certificates

Letter of National Dredging Quality Management Program Certification; G, EDC

1.3 MEASUREMENT AND PAYMENT

Separate payment for installation, operation, and maintenance of the DQM-certified system as specified herein for the duration of the dredging operations is not allowed; all costs in connection therewith are considered a subsidiary obligation of the Contractor and are covered under the contract unit price for dredging in the bidding schedule.

1.4 NATIONAL DREDGING QUALITY MANAGEMENT PROGRAM CERTIFICATION

The Contractor is required to have a current certification from the DQM Program for the cutter/suction head hydraulic dredge instrumentation system to be used under this contract. Standard Operating Procedures (SOP) and criteria for certification are presented on the DQM website https://dqm.usace.army.mil.

1.5 DREDGE PLANT INSTRUMENTATION PLAN (DPIP)

The Contractor must have a digital copy of the Dredge Plant Instrumentation

Plan (DPIP) on file with the DQM Support Center. While working on site, the Contractor must also maintain on the dredge a copy of the DPIP, which is easily accessible to Government personnel at all times. This document must accurately describe the sensors used, the configuration of the system, how sensor data will be collected, how quality control on the data will be performed, and how the sensors/data-reporting equipment will be calibrated and repaired if it fails. A description of the computed dredge-specific data and how the sensor data will be transmitted to the DQM database must also be included. Prior to the start of work, the Contractor must submit to the DQM Support Center any addendum or modifications made to the plan subsequent to its original submission. Requirements and a template for the DPIP are available on the DQM website at https://dqm.usace.army.mil.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 REQUIREMENTS FOR REPORTED DATA

Provide, operate, and maintain all hardware and software to meet these specifications. The Contractor is also responsible for the replacement, repair, and calibration of the sensors and other necessary data acquisition equipment needed to supply the required data.

Document and complete the procedure to complete a repair as soon as practical. If repair is not possible within two business days of any sensor failure, submit a plan and timeline to complete the repair. Upon completion of a repair, replacement, installation, modification, or calibration, notify the Contracting Officer's Representative (COR).

Keep a log of sensor repair, replacement, installation, modification, and calibration in the dredge's onboard copy of the DPIP. The log must contain a three-year history of sensor maintenance, including the time of the sensor failures (and subsequent repairs), the time and results of sensor calibrations, the time of sensor replacements, and the time that backup sensor systems were initiated to provide the required data. It must also contain the name of the person responsible for the sensor work.

Install sensors that are capable of collecting parameters within the specified accuracies and resolutions indicated in the following subparagraphs and transmit these parameters to the DQM database. Transmit all data in JSON message bundles. Transmit sensor data as work event messages, and transmit data which relates to the operational state of the dredge or its sensors as state event messages

3.1.1 Message Bundle Data

Every message bundle must contain descriptive data that relates the message to a given dredge plant and date/time. Identify the start of a message bundle by the tag "DQM_data".

3.1.1.1 Messages

Messages contain operational data that populates the DQM database for a dredge plant. A message must consist of an event type and its associated data (as defined in paragraphs DREDGE EVENTS-WORK EVENT and DREDGE EVENTS-STATE EVENT), a date/time stamp indicating when the event occurred or started, and a comment providing clarification or metadata about the situation.

3.1.1.1.1 Message Time

Report the message time to the nearest second, and reference it to Coordinated Universal Time (UTC) time based on a 24-hour format (YYYY-MM-DD HH:MM:SS). In order to ensure accuracy and reliability, synchronize the time stamp to UTC format from an accurate, unchangeable source (for example, a GPS National Marine Electronics Association [NMEA] datastring). Identify message time by the tag "msg_time".

3.1.1.1.2 Comment

Comments concerning the work event or state event messages being transmitted provide descriptive information that relates to the data. An example of a comment for work event data is information about a sensor issue; an example of a comment for state event data is a description of operations. Identify a comment by the introductory tag "comment", and limit it to no more than 250 characters.

3.1.1.2 Dredge Events - Work Event

There are two types of dredge event messages - work event messages and state event messages. Work event messages contain data that are instantaneously collected or calculated from sensors and are logged as a series of events. Work events are triggered by a time interval change (as described in paragraph entitled "Work Event Messages"). Initiate all work event messages by the header tag "work_event".

3.1.1.2.1 Vertical Correction

Obtain the variation of the water level from the vertical datum for the river stage or tidal gage described in the state events using appropriate equipment to give the water level with an accuracy of ± 0.1 foot. Enter vertical correction values above project datum described in the dredging specification with a positive sign and those below with a negative sign. The tag for vertical correction is "vert_correction".

3.1.1.2.2 Cutter/Suction Head Location and Movement

Monitor the X, Y, and Z components of the cutter/suction head location.. Additional calculations made from the observed values determine the rates of movement to track the progress of the dredge.

3.1.1.2.2.1 Cutter/Suction Head Horizontal Position

Obtain the forwardmost point of the cutter/suction head using a positioning system operating with a minimum accuracy level of 3-10 feet horizontal Circular Error Probable (CEP). Report it as Latitude/Longitude WGS 84 in decimal degrees with West Longitude and South Latitude values reported as negative. Identify position values by the tags "ch_latitude" and "ch_longitude".

3.1.1.2.2.2 Cutter/Suction Invert Depth

Cutter/suction invert depth is the depth of the invert of the suction mouth relative to the surface of the water. Instrumentation must be capable of reporting to an accuracy of + 0.5 foot and a resolution to the nearest 0.1 foot with no tidal adjustments. Minimum accuracies are conditional to relatively calm water. Use the tag "ch_depth" to identify the

cutter/suction head depth.

3.1.1.2.2.3 Cutter/Suction Head Heading

The cutter/suction head heading is the angle of the centerline of the cutter/suction head and dredge ladder measured relative to true north. Provide all headings using industry-standard equipment. The heading must be accurate to within 5 degrees and reported to the nearest whole degree with values from 000 (true north) to 359 degrees referenced to a clockwise positive direction convention. Use the tag "ch_heading" to identify the cutter/suction head heading

3.1.1.2.3 Dredge Activity

Monitor dredging activity using a combination of the following parameters.

3.1.1.2.3.1 Slurry Velocity

Use a flow-metering device, calibrated according to the manufacturer's specifications, to record the slurry velocity to the nearest 0.01 fps with an accuracy of + 0.5 fps. If the manufacturer does not specify a frequency of recalibration, conduct calibration prior to the commencement of work. Measure the slurry velocity for the same pipeline inside diameter as that used for the slurry density measurement. Associate the tag "slurry_velocity" with this value.

3.1.1.2.3.2 Slurry Density

Use a density-metering device, calibrated according to the manufacturer's specifications, to record the slurry density to the nearest 0.01 g/cc. It is understood that the accuracy of this sensor can vary based on several factors, including the type of material, the magnitude of the cut, and the length of time since calibration. If the manufacturer does not specify a frequency of recalibration, conduct calibration prior to the commencement of work. Continuous monitoring of this sensor ensures that drift and other factors inherent in the dredging process can be accounted for in monitoring dredge activity. Associate the tag "slurry_density" with this value.

3.1.1.2.3.3 Pump RPM

The pump rpm is the number of revolutions per minute measured for the slurry pump shaft. Measure the shaft revolution rate (rev/min) with the highest level of accuracy that is standard on the vessel's operational displays either at the bridge or in the engine room. Identify this value by the tag "rpm".

3.1.1.2.3.4 Pump Vacuum

Measure the vacuum pressure of the dredge pump(s) (inches of mercury) as near to the eye as practicable in the pump's suction pipe with the highest level of accuracy that is standard on the vessel's operational displays either at the leverman's controls or in the engine room. Identify vacuum pressure by the tag "vacuum".

3.1.1.2.3.5 Pump Outlet Pressure

Measure the pump outlet pressure in the discharge line on the pump side of the flap valve in terms of pounds per square inch (psi) on a gauge. Identify pump outlet pressure by the tag "outlet_psi".

3.1.1.2.4 Outfall Information (Open Water/Spill Barge Disposal)

Monitor the X and Y position of the terminal end of the outfall pipe continuously, and report the position as part of the work event string.

3.1.1.2.4.1 Discharge Horizontal Position

Obtain the horizontal position of the outfall end of the discharge pipe using a positioning system operating with a minimum accuracy level of 3 10 feet horizontal Circular Error Probable (CEP). Report it as Latitude/Longitude WGS 84 in decimal degrees with West Longitude and South Latitude values being reported as negative. Identify position values by the tags "outfall_latitude" and "outfall_longitude".

3.1.1.3 Dredge Events - State Event

There are two types of dredge event messages - work event messages and state event messages. State event messages provide information about the current state of the dredge equipment or operations. They are created and sent only when a state changes. Since state events often cannot be collected in real time, state events are tagged with a date time stamp (referenced to Coordinated Universal Time (UTC)) that indicates when the state change happened relative to the work event message tag. This data is considered to be "true" until another state event tag is received. Indicate each type of state event message by a specific header tag as enumerated in the following subparagraphs. State events can be transmitted along with work event message bundles directly by the contractor using the indicated format, or they can be entered on the "State" tab in the DQM-provided software. However, they should be sent only if the state value changes.

3.1.1.3.1 Message Time

The state event time is the date and time that the event starts. Enter the leverman's time to the nearest second as local time, and automatically convert it to and report it in UTC based on a 24-hour format (YYYY-MM-DD HH:MM:SS). Identify message time by the tag "msg_time".

3.1.1.3.2 Contract Event

Report information concerning the contract under which dredging is being performed at the start and completion of each contract using the header tag "contract_event".

3.1.1.3.2.1 Contract Number

Report the USACE-assigned contract number for the project using the tag "contract_number".

3.1.1.3.2.2 Contract Start and End

Report the start and end of a contract using the tag "event_type" with the appropriate value of "start" or "end".

3.1.1.3.3 Tide Station/River Stage Gage Event

Group together properties associated with the vertical correction (see paragraph VERTICAL CORRECTION) for the tide station/river stage gage under

the header tag "station_event". This information must be sent at the start of the contract and each time the dredge has moved enough to change the station being used.

3.1.1.3.3.1 Station Name

The station name is a concise name defining the tide station/river stage gage begin referred to. It must be introduced by the tag "station_name", and it must consist of a descriptor of not more than 25 characters.

3.1.1.3.4 Length of Pipe Event

Report the leverman's estimate of the length of pipe downflow from the dredge pump, measured to the nearest whole foot, under the header tag "pipe_length_event". This information must be sent at the start of the contract and at the completion of each 24-hour period ending at midnight local time.

3.1.1.3.4.1 Floating Pipe

Report the total length of floating pipe with the tag "length_floating".

3.1.1.3.4.2 Submerged Pipe

Report the total length of submerged pipe with the tag "length_submerged".

3.1.1.3.4.3 Shore Pipe

Report the total length of shore pipe with the tag "length_land".

3.1.1.3.5 Booster Pump Event

Include information concerning the booster pumps being used under the header tag "booster_pump_event". A message must be sent to indicate any change in the status of the booster pumps being used.

3.1.1.3.5.1 Number of Booster Pumps

Upon the addition or removal of a booster pump, report the total number of booster pumps being used with the tag "booster_total".

3.1.1.3.6 Dredge Advance

Measure the dredge advance, the total forward progress of the dredge relative to the centerline of the cut, to the nearest whole foot, and cumulatively calculate it over a 24 hour period from midnight to midnight local time. Identify it by the tag "advance_daily". Report in Greenwich Mean Time (GMT) the msg_time associated with this tag as the first timestamp of the following 24-hour period (based on the local time) rather than as midnight of the day for which the value was calculated. The type of dredge advance mechanism must be recorded, (i.e. spud carriage, walking spud or is moving on wires.

3.1.1.3.7 Outfall Information

Monitor and send the X and Y position of the terminal end of the outfall pipe at the start of the contract and thereafter according to the following table. Discharge Heading and Pipe Elevation may be omitted if the dredge is not discharging into an upland disposal site. For beach nourishment,

the horizontal X and Y position of the outfall must be sent at the start of the contract and at the completion of each 24-hour period ending at midnight local time.

Discharge Location	Horizontal Position	Discharge Pipe Elevation	Discharge Outfall Heading
Open Water	Continuous Work Event	N/A	N/A
Scow	Upon Change	N/A	N/A
Beach	Every 24 Hours	N/A	N/A
Upland	Upon Change	Upon Change	Upon Change

3.1.1.3.7.1 Discharge Location

Report information on where the slurry is being discharged with the tag "outfall_location." Acceptable values include "upland", "open water", "beach", and "scow".

3.1.1.3.7.2 Discharge Horizontal Position

Obtain the horizontal position of the outfall end of the discharge pipe using a positioning system operating with a minimum accuracy level of 3 10 feet horizontal Circular Error Probable (CEP). Report it as Latitude/Longitude WGS 84 in decimal degrees with West Longitude and South Latitude values being reported as negative. Identify position values by the tags "outfall_latitude" and "outfall_longitude".

3.1.1.3.7.3 Discharge Outfall Heading

The discharge outfall heading is the angle relative to true north measured from the centerline of the pipe in the direction of discharge. Provide all headings using industry-standard equipment. They must be accurate to within 5 degrees and reported to the nearest whole degree with values from 000 (true north) to 359 degrees referenced to a clockwise positive direction convention. Identify the discharge heading by the tag "outfall_heading".

3.1.1.3.7.4 Discharge Pipe Elevation

The discharge pipe elevation is the height of the outfall measured in feet and tenths of a foot relative to the project datum. The required accuracy is contingent upon contract requirements. Use the tag "outfall_elevation" to identify this elevation.

3.1.1.3.8 Non-effective Work Event

Report delays and dredge downtime at the conclusion of the event. Submit the reason for the non-effective work time under the header tag "non_eff_event" within 24 hours of the event.

3.1.1.3.8.1 Non-effective Work Interval

Report the start and end times for the non-effective work event using the tags "msg_start_time" and "msg_end_time".

3.1.1.3.8.2 Dredge Function Code

Transmit the dredge operator indication of production delays, as listed on Form 4267, at the end of the non-effective interval. Identify dredge function event messages by the tag "function_code" and one of the following standardized entries to indicate the operation:

AGV	Assisting Grounded Vessels
CCH	Change Cutterhead
CCSH	Clear Cutter Suction
CLPJ	Change Location Bar
COLL	Collision
CPPL	Clear Pump Pipeline
CPR	Change Impeller
DR	Dike Repair
FBD	Fire Boat Drills
HPL	Handling Pipe Line
HSL	Handling Swing Line
HSP	Handling Shore Pipe
LDNE	Loss Due to Natural Elements
LDPV	Loss Due to Passing Vessel
LNL	Transfer to New Location
MISC	Miscellaneous
MOB	Mobilization & Demobilization
MSC	Miscellaneous/Non-pay
OC	Out of Commission
OR	Operating Repairs
P	Preparation
PREP	Preparation & Making Up Tow
RPL	Repair Pipeline
SB	Sounding & Buoying
SBT	Stand-By Time as Directed
SH	Sundays-Holidays
TFS	Taking on Fuel & Supplies
TOW	Time on Tow
WAP	Waiting Attendant Plant

3.1.1.3.8.3 Additional Comments

Use the "comment" tag to provide additional explanation for the noted delays or downtimes. For example, when the code "LDPV" (Loss Due to Passing Vessel) is indicated, list the name of the vessel and the number of tows with the "comment" tag.

3.2 NATIONAL DREDGING QUALITY MANAGEMENT PROGRAM SYSTEM REQUIREMENTS

The Contractor's DQM system must be capable of collecting and transmitting information to the DQM system. Record the applicable parameters from paragraph REQUIREMENTS FOR REPORTED DATA as local events and transmit continuously to the DQM database anytime an Internet connection is available.

To accomplish this transmission, there are two options. The first option is to equip the vessel with a DQM computer system consisting of a computer, monitor, keyboard, mouse, data modem, Universal Power Supply (UPS), and network hub. The required system is outlined in paragraphs OPTION 1: COMPUTER REQUIREMENTS, SOFTWARE, and UPS. Provide a standalone computer system, exclusive to the DQM monitoring system, with USACE DQM software installed on it. If a hardware problem occurs, or if a part of the system

is physically damaged, the Contractor is responsible for repairing it within two business days of the determination of the condition or submitting a plan and timeline for repair if the repair will take more than two business days.

The second option is to send data directly to DQM's web endpoint as outlined in paragraph OPTION 2: DIRECT DATA TRANSMISSIONS TO THE DQM WEB SERVICE.

3.2.1 Option 1: Computer Requirements

Provide a dedicated onboard computer for use by the DQM system. This computer must run the USACE DQM software and receive data from the Contractor's data-reporting interface. This computer must meet or exceed the following performance specifications:

CPU	Intel or AMD processor with a (non-overclocked) clock speed of at least 1.8 gigahertz (GHz)
Hard drive	250 gigabytes (GB); internal
RAM	4 gigabytes (GB)
Ethernet adapter	10 or 100 megabit (Mbit) internal network card
Video adapter	Must support a resolution of 1024x768 at 16-bit
Keyboard	Standard 101-key keyboard
Mouse	Standard 2-button mouse
Monitor	Must support a resolution of 1024x768 at 16-bit color depth
Ports	2 free serial ports with standard 9-pin connectors; 1 free USB port
Other hardware	Category 5 (Cat-5) cable with standard RJ-45 plugs connecting the network adapter to the network hub; one spare cable

Install a fully licensed copy of Windows 10 (or higher) Professional Operating System on the computer specified above. Also install any necessary manufacturer-provided drivers for the installed hardware.

Locate and orient this computer to allow data entry and data viewing as well as to provide access to data ports for connection of external hardware.

3.2.1.1 Option 2: Direct Data Transmissions to the DQM Web Service

Use a web service to report sensor data to the DQM database. Transmit data as it is collected in real time, and push it to the DQM web service. If the web service is not available or returns an error message, store the data in a queue, and transmit it upon re establishment of the connection, starting with the oldest data in the queue and continuing until real-time transmission is restored.

Contact dqm-support@usace.army.mil to obtain the web service URL and the appropriate key credentials and communication protocol.

If this option is chosen, a display of the raw data being transmitted to DQM must be easily accessible and visible onboard the dredge.

3.2.2 Software

The DQM computer's primary function is to transmit data to the DQM shoreside database. Do not install software which conflicts with this function on this computer. The DQM computer must have the USACE-provided Dredging Quality Management Onboard Software (DQMOBS) installed on it by DQM personnel.

3.2.3 UPS

Supply an Uninterruptible Power Supply (UPS) for the computer and networking equipment. It must interface with the DQM computer to communicate UPS status, and it must provide backup power at 1 kVA for a minimum of 10 minutes. Ensure that sufficient power outlets are available to run all specified equipment.

3.2.4 Internet Access

Maintain an Internet connection capable of transmitting real-time data to the DQM server as well as enough additional bandwidth to clear historically queued data when a connection is re-established. If connectivity is lost, queue and transmit unsent data upon restoration of connectivity. Delays in pushing real-time data to the DQM database should not exceed four hours. Exceptions to these requirements may be granted by the DQM Support Center on a case-by-case basis with consideration for contract-specific requirements, site-specific conditions, and extreme weather events.

Acquire and install all necessary hardware and software to make the Internet connection available for data transmission to the DQM web service. Configure the hardware and software to allow the DQM Support Center remote access to this computer. The telemetry system must be capable of meeting these minimum reporting requirements in all operating conditions.

In areas with poor cellular service and at the local District's discretion, it may be required to manually download the data on a daily basis using the protocol for retrieving and submitting backup files provided by the DQM Support Center. This method of data transmission should be used only if Internet connectivity is unavailable at the dredging site, and it should be considered a temporary measure.

3.2.5 Data Routing Requirements

Onboard sensors continually monitor dredge conditions, operations, and efficiency and route this information to the shipboard dredge-specific system (DSS) computer to assist in guiding dredge operations. Portions of this Contractor-collected information, as described in this specification, must be routed to the DQM computer on a real-time basis, utilizing one of the two options outlined earlier in this section. If the serial transmission option is used, use an RS-232 serial interface with a baud rate of 9600 or 19200 bps to send standard sensor data to the DQM computer. Configure the serial interface as 8 bits, no parity, and no flow control.

Digitally log and transmit information regarding changes in the state of the dredge as close to the time of the occurrence as possible. These events can be included in a separate message bundle going to the DQM onboard computer, entered on the "State" tab in the DQM Pipeline Software, or entered online in the DQM State Data Tool.

3.3 DREDGE MONITORING DATA

3.3.1 General

Onboard sensors continuously collect dredging data in support of the dredge Contractor's operations. Store and transmit portions of this Contractor-collected information, as described in this specification, and calculations based on them to the DQM database on a near real-time basis. Additionally, digitally log and transmit information regarding the state of the dredge.

3.3.2 Data Measurement Frequency

The frequency of data transmission is dependent on the type of message being sent. Work Event messages contain data that are instantaneously collected or calculated from sensors and are logged as a series of events. State event messages are activated by a change in the dredge state.

3.3.2.1 Work Event Messages

Log data as a series of events. Each event must consist of a dataset containing dredge information (as defined in paragraph REQUIREMENTS FOR REPORTED DATA). Consider each set of measurements (for example, time and position) an event, with a 6 12 second interval between work events. This interval must remain consistent across event types for the dredge plant.

Record a standard data string within one second of an event trigger with the time stamp and all parameters reflecting when the event happened.

3.3.2.2 State Event Messages

Consider a set of descriptive information (event name, time, description, comment) a state event. Record these events within 24 hours of a change in state with the time stamp reflecting when the event happened.

3.3.3 Parameter Transmission to the Web Service

Format the data as JSON (JavaScript Object Notation, as defined at http://www.json.org) strings of arbitrary length. These JSON strings represent a hierarchical data structure consisting of a message bundle which may contain 0-3 automatic data messages and any number of manual data messages.

A tag/parameter is reported only when it contains a value. Do not include "Null" value strings in a message bundle.

```
**************************
Message bundle
**************************

{
  "DQM_Data": {
    "messages": [
      {
        "work_event": {
        "msg_time":            <24-hour UTC time YYYY-MM-DD HH:MM:SS>,
          "vert_correction":   <floating point 100th decimal place>,
          "ch_latitude":       <decimal to 6 decimal places>,
          "ch_longitude":      <decimal to 6 decimal places>,
```

```
            "ch_depth":          <floating point 100th decimal place>,
            "ch_heading":        <integer value 000-359>,
            "slurry_velocity":   <floating point 100th decimal place>,
            "slurry_density":    <floating point 100th decimal place>,
            "pump_rpm":          <integer>,
            "vacuum":            <floating point 100th decimal place>,
            "outlet_psi":        <floating point 100th decimal place>,
            "comment":           <string>},
        }
      },
      {
        "contract_event": {
            "msg_time":          <24-hour UTC time YYYY-MM-DD HH:MM:SS>,
            "contract_number":   <string>,
            "event_type":        <string - "start" or "end">,
            "comment":           <string>
        }
      },
      {
        "station_event": {
            "msg_time":          <24-hour UTC time YYYY-MM-DD HH:MM:SS>,
            "station_name":      <string>,
            "comment":           <string>
        }
      },
      {
        "pipe_length_event": {
            "msg_time":          <24-hour UTC time YYYY-MM-DD HH:MM:SS>,
            "length_floating":   <integer>,
            "length_submerged":  <integer>,
            "length_land":       <integer>,
            "comment":           <string>
        }
      },
      {
        "booster_pump_event": {
            "msg_time":          <24-hour UTC time YYYY-MM-DDHH:MM:SS>,
            "booster_total":     <integer>,
            "comment":           <string>
        }
      },
      {
        "advance_Event": {
            "msg_time":          <24-hour UTC time YYYY-MM-DD HH:MM:SS>,
            "advance_daily":     <integer>,
            "comment":           <string>
        }
      },
      {
        "outfall_position": {
            "msg_time":          <24-hour UTC time YYYY-MM-DD HH:MM:SS>,
            "outfall_location":  <string-"upland", "beach", "scow", "open
water">
            "outfall_latitude":  <decimal to 6 decimal places>,
            "outfall_longitude": <decimal to 6 decimal places>,
            "outfall_heading":   <integer value 000-359>,
            "outfall_elevation": <floating point 10th decimal place>,
            "comment":           <string>
        }
```

```
            },
            {
              "non_eff_event": {
                "msg_start_time":    <24-hour UTC time YYYY-MM-DD HH:MM:SS>,
                "msg_end_time":      <24-hour UTC time YYYY-MM-DD HH:MM:SS>,
                "function_code":     <string - 1 to 4 characters>,
                "comment":           <string>

              }
            }
          ]
        }
      }
```

3.3.4 Contractor Data Backup

The Contractor shall maintain an archive of all data sent to the DQM computer during the dredging contract. The COR may require, at no increase in the contract price, that the Contractor provide a copy of these data covering specified time periods. Provide the data in the same JSON format as would have been transmitted to the DQM computer. There must be no line breaks between the parameters, and each record string must be on a separate line. The naming convention for the files must be <dredgename>_ <StartYYYYMMddhhmmss>_ <EndYYYYMMddhhmmss>.txt.
Data submission must be via a storage medium acceptable to the COR.

At the end of the dredging contract, call the DQM Support Center prior to discarding the data. The DQM Support Center will verify that all data has been received and appropriately archived before giving the Contractor discard permission. Record the following information in a separate section at the end of the dredge's onboard copy of the DPIP:

- Person who called the National DQM Support Center
- Date of the call
- DQM representative who gave permission to discard the data

3.4 PERFORMANCE REQUIREMENTS

The Contractor's National Dredging Quality Management Program data transmission must be fully operational at the start of dredging operations. To meet contract requirements for operability, the Contractor's system must provide an accurate data string return and be compliant with hardware requirements. Data string return is defined as the number of quality records within an event or state tag sent by the contractor's system to the DQM database. Quality data strings are considered to be those providing accurate values for all parameters reported when operating according to the specification. Make repairs necessary to restore data return compliance within two business days, or submit a plan and timeline for repair if the repair will take more than two business days. Failure by the Contractor to report quality data within the specified time window for dredge measurements as stated in the specifications (see paragraphs "Internet Access", "Data Measurement Frequency", and "Parameter Transmission To The Web Service") will result in withholding of up to 10% of the contract progress payment per FAR clause 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS.

3.5 QUALITY ASSURANCE CHECKS

Quality assurance (QA) checks are a part of the DQM dredge certification procedure. They are required prior to the commencement of dredging and, at the discretion of the COR, periodically throughout the duration of the contract. The SOP and criteria for QA checks are presented on the DQM website at https://dqm.usace.army.mil.

3.6 CONTRACTOR QUALITY CONTROL

The Contractor shall designate a quality control systems manager (QCSM), who shall develop and maintain daily procedures to ensure quality control (QC) of the dredge's DQM system. These methods shall include the procedure by which data being collected is checked against known values, and verification that the telemetry is functioning. These procedures shall be outlined in the DPIP and submitted prior to the Notice to Proceed. In the event a Contractor Quality Control (CQC) Report is required, daily annotations shall be made in the Daily CQC Report, documenting all actions taken on each day of work, including all deficiencies found and the corrective actions taken.

3.7 LIST OF ITEMS TO BE PROVIDED BY THE CONTRACTOR

- DPIP Paragraph entitled "Dredge Plant Instrumentation Plan (DPIP)"
- DQM System Paragraph entitled "National Dredging Quality Management Program System Requirements"
- Dredge Data Paragraph entitled "Dredge Monitoring Data"

-- End of Section --