

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER _____ PAGE 1 OF _____

2. CONTRACT NO. _____ 3. AWARD/EFFECTIVE DATE _____ 4. ORDER NUMBER _____ 5. SOLICITATION NUMBER _____ 6. SOLICITATION ISSUE DATE _____

7. FOR SOLICITATION INFORMATION CALL:  a. NAME _____ b. TELEPHONE NUMBER (No collect calls) _____ 8. OFFER DUE DATE/ LOCAL TIME _____

9. ISSUED BY _____ CODE _____ 10. THIS ACQUISITION IS
 UNRESTRICTED OR SET ASIDE: % FOR:
 SMALL BUSINESS EMERGING SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 NAICS: _____
 SIZE STANDARD: _____ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE 12. DISCOUNT TERMS _____ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING _____
 14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO _____ CODE _____ 16. ADMINISTERED BY _____ CODE _____

17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____ 18a. PAYMENT WILL BE MADE BY _____ CODE _____
 TELEPHONE NO. _____

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA _____ 26. TOTAL AWARD AMOUNT (For Govt. Use Only) _____

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED
 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR _____ 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) _____

30b. NAME AND TITLE OF SIGNER (Type or print) _____ 30c. DATE SIGNED _____ 31b. NAME OF CONTRACTING OFFICER (Type or print) _____ 31c. DATE SIGNED _____

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
PARTIAL	FINAL			

38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT (<i>Location</i>)
	42c. DATE REC'D (<i>YY/MM/DD</i>)
	42d. TOTAL CONTAINERS

SECTION B – PRICE

See SF 1442 and Section M.

SECTION C – STATEMENT OF WORK

**REPAIR CONCRETE AREAWAYS ADJACENT
TO MALL FOUNTAINS**

SCOPE OF THE PROJECT

The Contractor shall provide all equipment, labor, and materials necessary for the replacement of concrete slabs and repair of existing capstones located along the Madison Drive side of the West Building of the National Gallery of Art (NGA).

SCOPE OF WORK

The Contractor shall perform the following work:

1. Removal and replacement of existing concrete areaways adjacent to the Mall entrance fountains of the West Building of the NGA. This includes two (2) sections of areaways (approximately 875 sf each) with an approximate thickness of 6-inches. Raise the elevation of the top of the slabs approximately 2-inches using CR-6 stone compacted in place and sloped to existing 8-inch diameter drains. Cover and seal the drains prior to performing any work specified herein. Refer to attached specification for requirements of new concrete. Provide ½-inch thick cork expansion joints around the perimeter of the slabs (approximately 325 lf). The concrete will need to be pumped approximately 150 lf to each location from Madison Drive.
2. Remove capstones, replace concrete setting beds, and reinstall capstones (approximately 170 lf).
3. Cement parge brick face directly under the return capstones where damaged or missing (approximately 12 lf).
4. Construct two (2) plywood walkways for access to the areaways; walkways shall be nominally 4-foot wide x 35-foot long on each side (280 sf total). The Contractor shall use ¾" thick plywood on 2" x 4" runners for construction of the walkways. Remove walkways following completion of the work. The Contractor shall coordinate construction of the walkways with the Contracting Officer's Technical Representative (COTR) and Horticulture Division for the removal of existing plantings in the area of work.
5. Replace the caulk sealant at the expansion joints (approximately 325 lf) and in the stone joints (approximately 100 lf) using a polyurethane caulk sealant with a ¼" x ½" joint. Provide backer rod in the expansion joint location. The sealant shall be a polyurethane sealant equal to or exceeding the specifications of Sikaflex -1a, 1 component, high performance polyurethane sealant in a Capitol Tan #0431246 color. The sealant primer shall be equal to or exceeding the specifications of Sikaflex Primer #429/202.
6. Remove the temporary covers/seals on areaway drains following the completion of work.
7. See the attached photos and site plan for more details.

REQUIREMENTS

The Contractor shall submit an outage request form to the Contracting Officer's Technical Representative (COTR) at least five (5) working days prior to the performance of any utility outages; forms may be obtained from the COTR.

Work shall be accomplished in accordance with all applicable Federal and DC regulations and codes, in addition to the codes and standards applicable to each discipline as dictated by the appropriate governing body (i.e. NEC, ASME, NFPA).

The Contractor shall remove all debris generated from work identified herein at the completion of each workday. Debris shall be properly disposed of at a site off Gallery property. The Contractor shall not use Gallery refuse containers for the disposition of construction debris.

The Contractor shall furnish submittals for all new material to be provided herein to the COTR for review and approval. Submittals shall be furnished within 10 business days following contract award and prior to the performance of any work at the Gallery. In addition, the Contractor shall furnish Material Safety Data Sheets (MSDS) for all products to be used at the Gallery.

The Contractor shall prepare and submit a construction schedule to the COTR for review and approval within five (5) business days following notification of submittal approval and prior to the commencement of any work indicated herein. The schedule shall indicate the planned demolition dates and installation of all new concrete slabs, capstones, and caulk sealants. All work shall be performed in such a manner as not to interfere with the operation of the National Gallery of Art. Upon completion of the demolition of an area of concrete walkway, the area shall be prepared for concrete placement and concrete placed and finished the following day. The Contractor shall not deviate from the schedule without prior notification and approval by the COTR.

The Contractor shall be responsible for conducting all required field investigation(s) to verify the accuracy of information provided, obtain existing concrete section sizes and depth, including existing conditions and locations of the areas affected by the proposed work. The requirements herein will not relieve the Contractor from furnishing all materials within the general scope of the work, even though some items may not be specifically mentioned or detailed.

WORK HOURS AND PARKING

All work indicated herein shall be performed Monday through Friday between the hours of 7:00 AM and 5:00, unless prior written authorization is received from the COTR.

Parking at the Gallery is extremely limited and, as such, cannot be guaranteed for Contractor personnel. Requests for parking shall be submitted to the COTR in writing, minimum 24 hours prior to the required date(s).

SAFETY

The Contractor shall adhere to the specifications SECTION 01 3523 - NATIONAL GALLERY OF ART SAFETY REQUIREMENTS (attached).

SECURITY

The Contractor shall adhere to the specifications SECTION 01 3553 - SECURITY PROCEDURES (attached). Security clearance forms will be provided to the successful Offeror.

PERIOD OF PERFORMANCE

The Contractor shall complete all work identified herein within ninety (90) calendar days following contract award.

Photos of Areaways adjacent to the Mall Fountains:



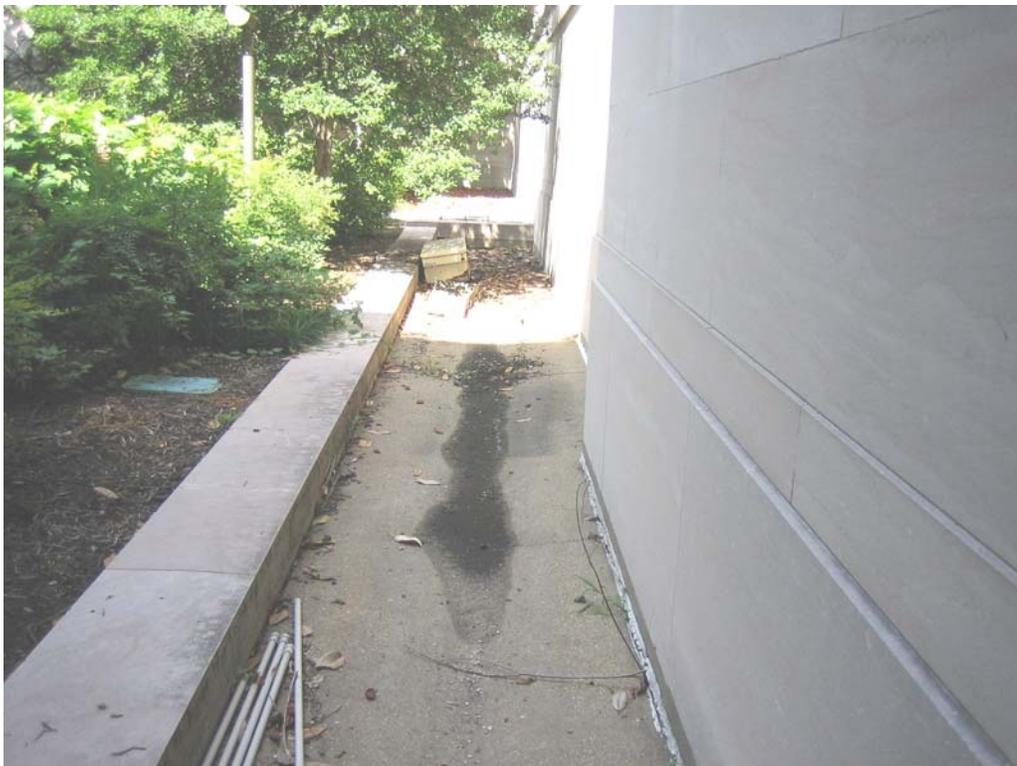
Left Side: Area where plywood walkway needs to be installed to the base of the building.



Left Side: Area from plywood walkway to the street.



Left Side: Portion of areaway to replace concrete and repair the capstone.



Left Side: Portion of areaway to replace concrete and repair the capstone.



Right Side: Area where plywood walkway needs to be installed to the base of the building.



Right Side: Area from plywood walkway to the street.



Right Side: Portion of areaway to replace concrete and repair the capstone.



Right Side: Portion of areaway to replace concrete and repair the capstone.

End of Scope of Work

SECTION D - MARKING

The contract number and project name/title shall be clearly noted on all items delivered for this contract.

SECTION E - INSPECTION

See Inspection and Acceptance terms in FAR clause 52.246-12.

SECTION F - DELIVERY AND PERFORMANCE

PLACE OF PERFORMANCE

National Gallery of Art, West Building
6th Street and Constitution Avenue, NW
Washington, DC 20565

SECTION G - CONTRACT ADMINISTRATION DATA

CONTRACT MANAGEMENT

The following individuals will serve as the NGA points of contact during the performance of this contract:

Contracting Officer: The CO assigned to this project is:

Geoffrey Spotts, Contracting Officer	
National Gallery of Art Office of Procurement and Contracts (APC) 601S Pennsylvania Ave, NW (South Building) Suite 3000 Washington, DC 20004	Mailing Address: 2000B South Club Drive Landover, MD 20785 Phone: 202.842.6407 g-spotts@nga.gov

The CO is the final authority in all contractual matters relating to this contract. The CO has overall responsibility for the administration of this contract, and is authorized to take actions on behalf of the Gallery to amend, modify, or deviate from contract terms, conditions, requirements, specifications, details, and/or delivery schedules. The CO is also responsible for making the final decisions on matters under dispute, unsatisfactory performance, and contract terminations for convenience or default.

Contracting Officer's Technical Representative: The COTR assigned to this project is:

Daniel Warrenfeltz, Engineering Technician	
National Gallery of Art Engineering Department (AFM-EN) 601S Pennsylvania Ave, NW Washington, DC 20004	Mailing Address: 2000B South Club Drive Landover, MD 20785 Phone: 202.789.3212 d-warrenfeltz@nga.gov

The COTR named above has been designated on authority of the Contracting Officer to monitor all technical aspects of the contract. The duties of the COTR include but are not limited to: Assuring the Contractor's compliance with the technical requirements of the contract; performing or arranging necessary inspections in connection with the technical performance of the contract; monitoring the Contractor's overall performance under the contract; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment prior to forwarding the original invoice to the payment office and a conformed copy to the Contracting Officer.

The COTR does NOT have the authority to alter the Contractor's obligations under the contract, direct changes that fall within the purview of the General Provisions clause entitled "Changes", or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If as a result of technical discussions it is desirable to alter/change contractual obligations or the Scope of the Work, the Contracting Officer shall issue such changes in writing.

CORRESPONDENCE

All non-technical correspondence shall be prepared in accordance with the "Marking" instructions and addressed to the CS. All technical correspondence, including submittals, shall be prepared in accordance with the "Marking" instructions and submitted to the COTR.

PAYMENT

Payment shall be made by:

Treasurer's Office (TGA)
National Gallery of Art
2000B South Club Drive
Landover, MD 20785

INVOICING

All invoices shall include the contract number and be sent to:

Office of the Treasurer (TGA)
National Gallery of Art
2000B South Club Drive
Landover, MD 20785

The Contractor shall submit one (1) original and two (2) copies of each invoice. The Contractor shall submit all invoices, within 90 days of the incurrence of the charges to the contract. The submission of the final invoice does not relieve the Contractor of the responsibility to correct, without additional compensation, errors or deficiencies in the designs, drawings, specifications, and other supplies and/or services under this contract. The Contractor shall mark the last invoice with "FINAL INVOICE."

SECTION H - SPECIAL CONTRACT REQUIREMENTS

NATIONAL GALLERY OF ART REQUIRED INSURANCE

(a) **Contractor's Liability Insurance**

(1) The contractor shall purchase and maintain in companies properly licensed to do business in the location where work is being performed under this contract and acceptable to the NGA such insurance as will protect the contractor and the NGA from claims set forth below which may arise out of or result from the contractor's operations under the contract, whether such operations be by the contractor or by any subcontractor, any supplier, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

(i) **Workman's Compensation:** Claims under worker's or workmen's compensation, disability benefit and other similar employee benefit acts. The contractor will require his subcontractors to similarly provide workmen's compensation insurance for all of the latter's employees;

(ii) **Bodily Injury:** Claims for damages because of bodily injury, sickness or disease or death of his employees;

(iii) **Comprehensive General Liability:**

(A) Claims for damages because of bodily injury, sickness or death of any persons other than his employees;

(B) Claims for damages insured by personal injury liability coverage which are sustained (1) by any person as a result of an occurrence directly or indirectly related to the employment of such person by the contractor, or (2) by any other person;

(iv) **Property Damage:** Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

(v) **Comprehensive Automobile Liability:** Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

(vi) **Professional Liability:** Claims for damages because of errors or omissions caused by Contractor's negligence in the performance of its duties under this agreement.

(2) The insurance required under this clause shall be primary and noncontributing to any insurance possessed or procured by the NGA and limits of liability shall be not less than those set forth in this clause.

(3) The insurance required by this clause shall include contractual liability insurance applicable to the contractor's obligations under the contract as to working conditions.

(4) Without limiting the above during the term of the contract, the contractor shall, at his own expense, purchase and maintain the following insurance:

(i) **Workman's Compensation** insurance or equivalent workman's compensation coverage, as required or prescribed by law, with minimum employer liability limit of at least \$100,000.00 for accidental bodily injury or death, or for occupational disease.

(ii) **Comprehensive General Liability** insurance for bodily injury with limits of not less than \$100,000.00 for each person and \$100,000.00 for each accident.

- (iii) **Property Damage** insurance with a limit of not less than \$500,000.00 for each accident.
- (iv) **Comprehensive Automobile Liability** insurance for bodily injury liability insurance with limits of not less than \$200,000.00 for each person and \$500,000.00 for each accident, and property damage liability insurance, with a limit of not less than \$20,000.00 for each accident.
- (v) **Employer's Liability** insurance of at least \$100,000 for each accident.
- (vi) **Professional Liability** insurance with a limit of not less than \$1,000,000.00 for each incident.

SECURITY REQUIREMENTS

The Contractor shall comply with all Gallery Security Requirements. Please see Section J, "Section 01 3553 – Security Procedures".

SAFETY REQUIREMENTS

The Contractor shall comply with all Gallery Safety Requirements. Please see Section J, "Section 01-3523 – National Gallery of Art Safety Requirements".

NATIONAL GALLERY OF ART REGULATIONS

The Contractor shall comply with all Gallery regulations. Please see Section J, "Regulations Governing the National Gallery of Art Buildings and Grounds".

SITE VISIT/PRE-PROPOSAL MEETING

A **mandatory** site visit/pre-proposal meeting is scheduled for August 26, 2008 at 10:00 a.m. EDT. **Offers shall not be accepted from firms that did not attend the site visit/pre-proposal meeting.** Only one site visit will be scheduled. Offerors interested in attending the site visit shall notify the Administrative Contracting Officer no later than 4:00 p.m. EDT on August 25, 2008. The site visit is expected to last one hour.

Interested offerors will be met at the 6th Street and Madison Drive, NW entrance of the National Gallery of Art, and is marked by the red arrow on the map included in Section J.

The National Gallery of Art does not provide parking for the site visit. Metered on-street and garage parking are available in the area. Allow sufficient time to find parking.

DISCLOSURE OF INFORMATION AND NON-DISCLOSURE AGREEMENT

Any information made available to the Contractor by the Gallery shall be used only for the purpose of carrying out the requirements of this contract and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. The foregoing restriction does not apply to any information (a) received by contractor from third parties without restriction, or (b) in the public domain.

In performance of this contract, the Contractor assumes responsibility for protection of the confidentiality of the Gallery records and shall ensure that all work performed by its subcontractors shall be under the supervision of the contractor or the contractor's responsible employees.

PUBLIC USE OF THE NAME OF THE NATIONAL GALLERY OF ART

The Contractor shall not refer to the Gallery in advertising, news releases, brochures, catalogs, television and radio advertising, letters of reference, websites, or any other media used generally by the Contractor in its commercial marketing initiatives, in such a way that it represents or implies that the Gallery prefers or endorses the products or services offered by the Contractor.

No public release of information pertaining to this contract will be made without prior written approval from the Gallery and/or the Contracting Officer.

INCORPORATION OF SUCCESSFUL OFFEROR'S TECHNICAL PROPOSAL

The Contractor's technical proposal shall be incorporated by reference and made a part of this contract. In the event of any inconsistency between the provisions of this contract and the Contractor's technical proposal, the contract provisions shall take precedence.

SECTION I - FAR CLAUSES

NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
NUMBER/TITLE	DATE
52.203-10 Price or Fee Adjustment for Illegal or Improper Activity.	Jan 1997
52.203-12 Limitation on Payments to Influence Certain Federal Transactions.	Sept 2005
52.203-3 Gratuities.	April 1984
52.203-5 Covenant Against Contingent Fees.	April 1984
52.203-7 Anti-Kickback Procedures.	July 1995
52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	Jan 1997
52.204-4 Printed or Copied Double-Sided on Recycled Paper.	Aug 2000
52.204-9 Personal Identity Verification of Contractor Personnel	Sept 2007
52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	Sept 2006
52.211-10 Commencement, Prosecution, and Completion of Work.	April 1984
52.215-2 Audit and Records—Negotiation.	June 1999
52.215-8 Order of Precedence—Uniform Contract Format.	Oct 1997
52.222-1 Notice to the Government of Labor Disputes.	Feb 1997
52.222-10 Compliance with Copeland Act Requirements.	Feb 1988
52.222-11 Subcontracts (Labor Standards).	July 2005
52.222-12 Contract Termination—Debarment.	Feb 1988
52.222-13 Compliance with Davis-Bacon and Related Act Regulations.	Feb 1988
52.222-14 Disputes Concerning Labor Standards.	Feb 1988
52.222-15 Certification of Eligibility.	Feb 1988
52.222-20 Walsh-Healey Public Contracts Act.	Dec 1996
52.222-27 Affirmative Action Compliance Requirements for Construction.	Feb 1999
52.222-29 Notification of Visa Denial.	June 2003
52.222-4 Contract Work Hours and Safety Standards Act—Overtime Compensation.	July 2005
52.222-6 Davis-Bacon Act.	July 2005
52.222-7 Withholding of Funds.	Feb 1998
52.222-8 Payrolls and Basic Records.	Feb 1998
52.222-9 Apprentices and Trainees.	July 2005
52.223-14 Toxic Chemical Release Reporting.	Aug 2003
52.223-3 Hazardous Material Identification and Material Safety Data.	Jan 1997
52.223-5 Pollution Prevention and Right-to-Know Information.	Aug 2003
52.223-6 Drug-Free Workplace.	May 2001
52.225-14 Inconsistency Between English Version and Translation of Contract.	Feb 2000
52.226-1 Utilization of Indian Organizations and Indian-Owned Economic Enterprises.	June 2000
52.227-1 Authorization and Consent.	July 1995
52.227-4 Patent Indemnity—Construction Contracts.	April 1984

52.228-5 Insurance—Work on a Government Installation.	Jan 1997
52.229-3 Federal, State, and Local Taxes.	April 2003
52.230-2 Cost Accounting Standards.	April 1998
52.230-3 Disclosure and Consistency of Cost Accounting Practices.	April 1998
52.230-4 Consistency in Cost Accounting Practices.	Aug 1992
52.232-16 Progress Payments.	April 2003
52.232-17 Interest.	June 1996
52.232-18 Availability of Funds.	April 1984
52.232-23 Assignment of Claims.	Jan 1986
52.232-27 Prompt Payment for Construction Contracts.	Sept 2005
52.232-37 Multiple Payment Arrangements.	May 1999
52.232-5 Payments under Fixed-Price Construction Contracts.	Sept 2002
52.233-1 Disputes.	July 2001
52.236-10 Operations and Storage Areas.	April 1984
52.236-11 Use and Possession Prior to Completion.	April 1984
52.236-12 Cleaning Up.	April 1984
52.236-13 Accident Prevention.	Nov 1991
52.236-14 Availability and Use of Utility Services.	April 1984
52.236-15 Schedules for Construction Contracts.	April 1984
52.236-17 Layout of Work.	April 1984
52.236-2 Differing Site Conditions.	April 1984
52.236-26 Preconstruction Conference.	Feb 1995
52.236-3 Site Investigation and Conditions Affecting the Work.	April 1984
52.236-5 Material and Workmanship.	April 1984
52.236-6 Superintendence by the Contractor.	April 1984
52.236-7 Permits and Responsibilities.	Nov 1991
52.236-8 Other Contracts.	April 1984
52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements.	April 1984
52.242-13 Bankruptcy.	July 1995
52.242-14 Suspension of Work.	April 1984
52.244-6 Subcontracts for Commercial Items.	Mar 2007
52.245-1 Government Property.	June 2007
52.246-12 Inspection of Construction.	Aug 1996
52.246-21 Warranty of Construction.	Mar 1994
52.248-3 Value Engineering—Construction.	Sept 2006
52.249-10 Default (Fixed-Price Construction).	April 1984
52.253-1 Computer Generated Forms.	Jan 1991

52.222-25 Affirmative Action Compliance Requirements for Construction.	Feb 1999
<p>(a) <i>Definitions.</i> "Covered area," as used in this clause, means the geographical area described in the solicitation for this contract.</p> <p>"Deputy Assistant Secretary," as used in this clause, means the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, or a designee.</p> <p>"Employer identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly Federal tax return, U.S. Treasury Department Form 941.</p> <p>"Minority," as used in this clause, means—</p> <ol style="list-style-type: none"> (1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification). (2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); (3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and (4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race). <p>(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.</p> <p>(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.</p> <p>(d) The Contractor shall implement the affirmative action procedures in paragraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.</p> <p>(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.</p> <p>(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.</p> <p>(g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:</p> <ol style="list-style-type: none"> (1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities. (2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses. (3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken. (4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations. (5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under paragraph (g)(2) of this clause. (6) Disseminate the Contractor's equal employment policy by— <ol style="list-style-type: none"> (i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their 	

cooperation in assisting the Contractor in meeting its contract obligations;

- (ii) Including the policy in any policy manual and in collective bargaining agreements;
- (iii) Publicizing the policy in the company newspaper, annual report, etc.;
- (iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and
- (v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

(7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

(11) Validate all tests and other selection requirements where required under 41 CFR 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

(15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

(h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in paragraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under paragraphs (g)(1) through (16) of this clause, provided, the Contractor—

- (1) Actively participates in the group;
- (2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;
- (3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;
- (4) Makes a good-faith effort to meet its individual goals and timetables; and
- (5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor.

The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any subcontract with any person or firm debarred from Gallery contracts under Executive Order 11246, as amended.

(l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.

(n) The Contractor shall designate a responsible official to—

(1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;
 (2) Submit reports as may be required by the Gallery; and
 (3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (*e.g.*, mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; *however*, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.
 (o) Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (*e.g.*, those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees.	(Dec 2004)
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(a) *Definition.* As used in this clause—
 “United States” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
 (b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended ([45 U.S.C. 151-188](#))).

Notice to Employees

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

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

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

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

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

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

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

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

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—

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

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

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

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

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

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

or

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

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

<p>52.236-21 Specifications and Drawings for Construction, Alternate I (April 1984)</p>	<p>Feb 1997</p>
<p>(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.</p> <p>(b) Wherever in the specifications or upon the drawings the words “directed,” “required,” “ordered,” “designated,” “prescribed,” or words of like import are used, it shall be understood that the “direction,” “requirement,” “order,” “designation,” or “prescription,” of the Contracting Officer is intended and similarly the words “approved,” “acceptable,” “satisfactory,” or words of like import shall mean “approved by,” or “acceptable to,” or “satisfactory to” the Contracting Officer, unless otherwise expressly stated.</p> <p>(c) Where “as shown,” “as indicated,” “as detailed,” or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word “provided” as used herein shall be understood to mean “provide complete in place,” that is “furnished and installed.”</p> <p>(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (<i>i.e.</i>, fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.</p> <p>(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor’s approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government’s reasons therefor. Any work done before such approval shall be at the Contractor’s risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) of this clause.</p> <p>(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.</p> <p>(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor. Upon completing the work under this contract, the Contractor shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted.</p>	

52.247-27 Contract Not Affected by Oral Agreement	April 1984
No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Contracting Officer or an authorized representative.	
52.252-2 Clauses Incorporated by Reference.	Feb 1998
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: http://www.arnet.gov/far/	

52.212-4 Contract Terms and Conditions—Commercial Items. (Feb 2007)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended ([41 U.S.C. 601-613](#)). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration, or [52.232-34](#), Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable

charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. 3701](#), *et seq.*, Contract Work Hours and Safety Standards Act; [41 U.S.C. 51-58](#), Anti-Kickback Act of 1986; [41 U.S.C. 265](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. 423](#) relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) Sections B, C, D, E, F, G and H in subject solicitation/contract;

(2) Section I, FAR Clauses: 52.212-4 Contract Terms and Conditions—Commercial Items. (Feb 2007) (full text); 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items. (June 2008) (full text); 52.227-19 Commercial Computer Software License. (Dec 2007) (full text);

(3) SF 1449;

(4) Specifications for Photometrics Cascade II:1024 1024 x 1024 imaging array, and SOC-703L Hyperspectral Imager.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in

the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR [Subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of [Subpart 42.12](#); and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see [Subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor’s CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items. (June 2008)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (2) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).
- (2) [52.219-3](#), Notice of Total HUBZone Set-Aside (Jan 1999) ([15 U.S.C. 657a](#)).
- (3) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- (4) [Reserved]
- (5)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- (ii) Alternate I (Oct 1995) of [52.219-6](#).
- (iii) Alternate II (Mar 2004) of [52.219-6](#).
- (6)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- (ii) Alternate I (Oct 1995) of [52.219-7](#).
- (iii) Alternate II (Mar 2004) of [52.219-7](#).
- (7) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- (8)(i) [52.219-9](#), Small Business Subcontracting Plan (Apr 2008) ([15 U.S.C. 637\(d\)\(4\)](#)).
- (ii) Alternate I (Oct 2001) of [52.219-9](#).
- (iii) Alternate II (Oct 2001) of [52.219-9](#).
- (9) [52.219-14](#), Limitations on Subcontracting (Dec 1996) ([15 U.S.C. 637\(a\)\(14\)](#)).
- (10) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- (11)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of [52.219-23](#).
- (12) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- (13) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- (14) [52.219-27](#), Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) ([15 U.S.C. 657 f](#)).
- (15) [52.219-28](#), Post Award Small Business Program Rerepresentation (June 2007) ([15 U.S.C. 632\(a\)\(2\)](#)).
- (16) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).

- X (17) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).
- X (18) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- X (19) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- X (20) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- X (21) [52.222-36](#), Affirmative Action for Workers with Disabilities (Jun 1998) ([29 U.S.C. 793](#)).
- X (22) [52.222-37](#), Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- X (23) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- X (24)(i) [52.222-50](#), Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).
- (ii) Alternate I (Aug 2007) of [52.222-50](#).
- (25)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)).
- (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)).
- (26) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- (27)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- (ii) Alternate I (DEC 2007) of [52.223-16](#).
- (28) [52.225-1](#), Buy American Act—Supplies (June 2003) ([41 U.S.C. 10a-10d](#)).
- (29)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (Aug 2007) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- (ii) Alternate I (Jan 2004) of [52.225-3](#).
- (iii) Alternate II (Jan 2004) of [52.225-3](#).
- (30) [52.225-5](#), Trade Agreements (Nov 2007) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- X (31) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (32) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- (33) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- (34) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- (35) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- X (36) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).
- X (37) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).
- X (38) [52.232-36](#), Payment by Third Party (May 1999) ([31 U.S.C. 3332](#)).
- (39) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- (40)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
- (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- (7) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Aug 2007) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(ii) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).

(iv) [52.222-36](#), Affirmative Action for Workers with Disabilities (June 1998) ([29 U.S.C. 793](#)).

(v) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(vii) [52.222-50](#), Combating Trafficking in Persons (Aug 2007) ([22 U.S.C. 7104\(g\)](#)). Flow down required in accordance with paragraph (f) of FAR clause [52.222-50](#).

(viii) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(x) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

SECTION J – ATTACHMENTS

SECURITY REQUIREMENTS

The Contractor shall comply with all Gallery Security Requirements. Please see Section J, Attachment 1 “Section 01 3553 – Security Procedures”.

SAFETY REQUIREMENTS

The Contractor shall comply with all Gallery Safety Requirements. Please see Section J, Attachment 2 “Section 01-3523 – National Gallery of Art Safety Requirements”.

NATIONAL GALLERY OF ART REGULATIONS

The Contractor shall comply with all Gallery regulations. Please see Section J, Attachment 3 “Regulations Governing the National Gallery of Art Buildings and Grounds”.

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6TH STREET AND MADISON AVENUE ENTRANCE MAP

SECTION 01 3553 - SECURITY PROCEDURES**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. The Contract Documents are complementary. In the event of inconsistencies among the Contract Documents, contract clauses of the referenced Federal Acquisition Regulation (FAR) govern over the contract clauses of Division-01 Specification Sections of this Project.

1.2 REGULATIONS

- A. Background checks are required for all Contractor personnel working in the Gallery. Contractor's personnel working at the NGA are required to comply with the "Regulations Governing the National Gallery of Art Buildings and Grounds" as provided at the end of this Section.
- B. NGA's Office of Protection Services (AOP) will perform a background check on each employee of the Contractor proposed to work in the NGA. Because of the NGA's mission and the potential for risk in permitting access to secured areas, there is no guarantee that access badges will be issued to Contractor employees. NGA reserves the right to deny access to any specific employee of the Contractor at the NGA's discretion, based on results of the required background checks. NGA also reserves the right to deny access to Gallery areas during times when the Gallery is closed and to deny access to non-public areas. NGA further reserves the right to revoke an issued ID badge. The Contractor agrees to accept the NGA's determination regarding access and, by signing the Contract, waives any right to challenge the NGA's decision to reject any specific employee of the Contractor.
- C. Failure to inspect the site or to obtain knowledge of the NGA's security rules and regulations including, but not limited to, those contained or referenced in this Specification shall not relieve the Contractor from performing the contracted Work or complying with NGA rules and regulations.
- D. All work restrictions required during construction activities included in this Section, and otherwise included in the Work, are subject to change when the Threat Advisory Level is raised above Code Yellow "Elevated" status by the Department of Homeland Security and adopted by the NGA. The COTR will advise the Contractor of additional work restrictions initiated by AOP should a change in the Threat Level Advisory occur.

1.3 USE OF PREMISES

- A. General: Limit use of the NGA premises to work in areas indicated. Do not disturb portions of the site beyond areas in which the Work is indicated.
 - 1. Limits: Confine construction operations to areas within Contract Limits indicated.
 - 2. The Contractor is required to submit a written request three (3) working days in advance to the COTR for work required in areas beyond the Contract Limits. Obtain the COTR's approval prior to initiating requested Work. Each written request must include hours, dates, intended work, and personnel required to perform the Work.

- B. Use of Existing Building:** Maintain existing building in a weathertight condition throughout the construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.
 - 1. **Temporary Doors and Hardware:** Contractor to provide specified hardware for temporary doors. Security alarm devices will be provided and installed by NGA.
- C. Property Passes:** Construction personnel entering NGA buildings with personal property, including construction-related tools, equipment and drawings, will be issued an NGA Property Pass signed by an NGA authorized representative. The Property Pass, or a previously issued memorandum from the COTR approved by AOP, will be required in order to exit the building with personal property.
 - 1. Contractor has the option to provide a lockable gang box for storing tools and equipment used daily on site. Coordinate the delivery and placement of the gang box with the COTR.
- D. Parking:** Not available on the NGA premises on a daily basis. When the Contractor requires frequent access to a vehicle for equipment or materials, parking may be available on a case by case basis. The Contractor must submit a written request three (3) working days in advance to the COTR for each vehicle requesting a parking permit. The COTR will advise the Contractor of approval or disapproval by the NGA Parking Coordinator prior to the Contractor parking vehicles on the NGA premises. Each written request must include hours, date, model and year of vehicle, license number, any identification on vehicle (company name, logo, etc.), and personnel responsible for vehicle while parked on the NGA premises.
 - 1. The Contractor's access to the vehicle will be monitored by AOP and, if the use is observed as infrequent or non-essential, AOP will alert the COTR and instruct the Contractor to remove the vehicle.
 - 2. If approved and issued by the Parking Coordinator, NGA will issue only one (1) parking permit for a contracting firm and additional permits for their subcontractors on a case-by-case basis. No parking permit will be issued for a period in excess of two (2) consecutive days.
- E. Use of Loading Dock:** When the Contractor requires the use of the Loading Dock, or other designated NGA location as determined by the COTR, to deliver materials and to remove construction debris, a three (3) work day advance written request to the COTR is required. Obtain the COTR's approval prior to using the loading dock. Each written request must include hours, dates, model and year of vehicle, license number, any identification on vehicle (company name, logo, etc.), and personnel responsible for vehicle while located at the NGA.

1.4 FIELD PERSONNEL

- A. Background Checks:** Within fifteen (15) days of the Notice to Proceed and within seven (7) work days prior to commencement of work in any area of the building or grounds, the Contractor is to submit to the COTR completed security forms for each employee assigned to this Project. No employee will be granted access to the building or site until AOP has granted authorization.

1. Transmit the following completed forms and information from each Contractor employee to the COTR:
 - a. A “National Gallery of Art Authorization for Release of Information” form provided at the end of this Section.
 - b. A clear, legible photocopy of an official U.S. Federal or State issued photo identification document issued to the employee.
 2. Submit information only for those individuals scheduled to work on site.
 3. Submit additional names when personnel not already on the list are proposed to work at the site no less than seven (7) work days prior to personnel reporting to the site.
 4. Should suitability issues be discovered which would preclude an individual from being granted access to the premises, AOP will advise the COTR who will notify the Contractor so that arrangements can be made for a replacement. The review time of any proposed replacement personnel will also require seven (7) work days to process.
 5. NGA issues two (2) types of access badges to Contractor employees. Permanent (limited NGA Access ID) badges and temporary (escort required) badges. Each type of badge has certain responsibilities and privileges. It is completely at the NGA’s discretion as to which type of badge is issued to the Contractor’s employees. Each employee must wear the badge in a visible manner at all times when on NGA property.
 - a. A permanent badge permits unaccompanied access to most NGA areas. The permanent badge is issued for a stated period of time, and is held by the Contractor’s employee until the expiration date or the time when the NGA requests its return.
 - b. The temporary badge is issued on a daily basis and must be returned to AOP when exiting the NGA. Employees with temporary badges must be escorted by either AOP or by a Contractor employee with a permanent badge (only as approved in advance by AOP) at all times when in the NGA during non-public hours and when in non-public areas.
 6. With the COTR and AOP’s approval, Contractor personnel may obtain a limited NGA Access ID badge (permanent) if the scope of Work requires the Contractor personnel to coordinate construction activities in multiple Project sites. A seven (7) work day advance written request should be submitted to the COTR along with the following completed form (in addition to those required above):
 - a. NGA “ID Request and Access Form” available from the COTR, signed by the Department or Division head. Additionally, the COTR must annotate the time span for the badge, not to exceed one (1) year.
 - b. Optional Form 306-0182 “Declaration for Federal Employment.”
- B.** Escorts are required whenever Contractor employees are to work at the NGA during non-public hours, in non-public spaces, or as otherwise determined by AOP. Contractor must request escorts by written request to the COTR by the close of business on Wednesday of each week for work to be performed the following week. Escort requests shall include NGA’s project name and construction contract identification, Contractor name, field superintendent’s name, subcontractor name, crew size, basic work activities, work location(s), work days, and work hours for each crew.

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1. Contractor employees with an AOP assigned permanent badge may escort a maximum of six (6) construction employees while on the Project site or between the Project Site and the West Building Service Entrance by a building route approved by AOP.
- C. The designated point of building entry and exit for all personnel is the West Building Service Entrance, off Constitution Avenue, between 6th and 4th Streets. Refer to site plan sketch "West Building Service Entrance" at the end of this Section.
1. All personnel are required to "sign-in" and "sign-out" each day in the NGA's official Contractor Log books, as directed by the AOP staff.
 2. Each individual not issued a permanent badge will be issued a "temporary" badge at the beginning of each day. This badge must be returned to AOP when "signing out" at the end of each day. Contractor's Field Supervisor will be responsible for lost or misplaced "temporary" badges; failure to report missing badges will delay personnel entering onto the NGA premises.
- D. The NGA's designated work hours for construction activities are between 6:00 a.m. and 6:00 p.m., Monday through Friday. The Contractor must submit a proposed eight (8) hour daily work period to the COTR and AOP for approval.
1. Prior to the COTR's working hours (9:00 a.m. through 5:30 p.m.), notify AOP's Security Command Center (SCC) if construction personnel will arrive later than submitted.
 2. When Work is requested to be performed prior to or later than designated hours, the Contractor shall submit a written request five (5) working days in advance to the COTR for approval. Work during the NGA's Exclusionary Access hours (12:30 a.m. to 5:30 a.m.) must be specifically approved by the Gallery Administrator. The Contractor must obtain the COTR's approval prior to initiating the requested Work. Each written request must include dates, time periods, and personnel required to perform the Work.
 3. The Contractor is responsible to immediately notify the COTR if any employees will be arriving later than scheduled. If the COTR cannot be contacted in person at the time of notification, the Contractor shall notify the SCC at (202) 842-6115 of the proposed late arrival. AOP maintains daily logs of escorts that have been scheduled and the names of Contractor employees scheduled to arrive.
 4. In the event that the Contractor has reason to assign additional employees to the Work on any particular day, the Contractor shall immediately notify the COTR to obtain approval for the substitution for that day only.

1.5 ELECTRONIC SECURITY AND DETECTION SYSTEMS

- A. Maintain existing security and detection systems indicated to remain in service and protect the systems against damage during demolition and construction activities. Do not interrupt, disconnect, remove, tamper with or cover any systems, except when authorized in writing by the COTR and AOP.
- B. Provide bypass connections as necessary and as directed by AOP staff, to maintain continuity of security systems to occupied areas of building. Obtain the COTR and AOP approval if a shutdown of a system is necessary during changeover.

- C.** Any system wiring or device accidentally damaged or disturbed during construction activities must be reported to the SCC within five (5) minutes of occurrence or discovery, and to the COTR once the occurrence is under the NGA's control.
 - 1.** The Contractor, COTR and interested NGA offices will meet to determine the scope of damage and costs, if any, attributable to the Contractor for the work required to restore the system to proper function.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 3553

SECTION 01 3523 - NATIONAL GALLERY OF ART SAFETY REQUIREMENTS**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. The Contract Documents are complementary. In the event of inconsistencies among the Contract Documents, contract clauses of the referenced Federal Acquisition Regulation (FAR) govern over the contract clauses of Division-01 Specification Sections of this Project.
- B. Security procedures applicable to construction personnel working within NGA's jurisdiction and use of facilities are specified in Division-01 Section "Security Procedures."

1.2 SUMMARY

- A. This Section defines Gallery wide procedures where the Contractor shall provide and maintain work environments and procedures which will provide the following:
 - 1. Safeguard the public and NGA staff, property, materials, supplies, and equipment exposed to Contractor operations and activities.
 - 2. Avoid interruptions of NGA operations and delays in Project completion dates.
 - 3. Control costs in the performance of this Contract.
- B. When the CO or the CO's delegated representative is notified of any noncompliance with requirements in this Specification or of any condition which poses a serious or imminent danger to the health or safety of the public or NGA staff and NGA property, the CO shall notify the Contractor orally, with written confirmation, and require immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's field representative, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the CO may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the Contract price or extension of the Contract performance on any stop work order issued under this directive.
- C. If the Contract involves work of a long duration or hazardous nature, or performance at the NGA facilities that on the advice of technical representatives involves hazardous materials or operations that might endanger the safety of the public and NGA staff or property, before commencing any field work, the Contractor shall provide the following:
 - 1. Submit a written proposal plan for implementing NGA's safety requirements. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards.
 - 2. Meet with the COTR and AOP-RM to discuss and develop a mutual understanding relative to administration of the Project's overall safety program.

1.3 REGULATIONS

- A.** The Contractor shall comply with the submitted Project-specific safety and health plans, and with all applicable Federal and local safety, health and environmental regulations as governed by authorities having jurisdiction including, but not limited to, the following:
 - 1. Occupational Safety and Health Standards (OSHA) 29 CFR 1910 and 29 CFR 1926 (Safety and Health Regulations for Construction) per the Code of Federal Regulations (CFR).
 - 2. The US Environmental Protection Agency Standards 40 CFR (Protection of Environment).
 - 3. Applicable codes as developed by the International Code Council (ICC).
 - 4. American National Standards Institute (ANSI) and other industry standards applicable to the work practices in this Specification.
 - 5. National Fire Protection Association (NFPA) Standard 241 "Safeguarding Construction, Alteration, and Demolition Operations."
 - 6. Threshold Limit Values (TLVs) and Biological Exposure Indices (BEIs) guidelines established by the American Conference of Governmental Industrial Hygienists (ACGIH).
- B.** Failure to observe the site or to obtain knowledge of the NGA's safety rules and regulations including, but not limited to, those contained or referenced in this Specification shall not relieve the Contractor from performing the contracted Work or complying with NGA rules and regulations.
- C.** NGA's Office of Protection Services Risk Management (AOP-RM) is responsible for protection of the NGA's staff, visitors, collections and facilities. AOP-RM serves as a resource for technical risk management issues, but all contractual matters must be referred to the Project's Contracting Officer (CO) and Contracting Officer's Technical Representative (COTR).
- D.** During the performance of the Work under this Contract, the Contractor shall comply with procedures prescribed for control and safety of persons adjacent to and visiting the Project site. The Contractor is responsible for his personnel and for familiarizing each of his subcontractors with safety requirements. The Contractor shall advise the COTR and AOP-RM of any special safety restrictions he has established so that NGA staff can be notified of these restrictions.

1.4 SUBMITTALS

- A.** Project-Specific Safety Plan: Submit a Project-specific Safety Plan (and a Corporate Safety Plan if not submitted) for review within fifteen (15) working days after the Notice to Proceed and prior to commencement of any construction activity at the Project site. This Safety Plan must detail how the Contractor will protect NGA facilities, collections, NGA staff and the general public. The Safety Plan shall contain, as a minimum, the following information:
 - 1. Assignment of required certified key personnel to the Project.
 - 2. Method for communicating health hazards to Contractor and designated NGA staff.
 - 3. Material Safety Data Sheets (MSDS) for all materials not addressed in other Sections of these Specifications.
 - 4. Evidence of compliance with specified laws and regulations.
 - 5. Statement that the Contractor will not invalidate the integrity of NGA's safety systems without proper authorization from the NGA.

1.5 CONSTRUCTION RESTRICTIONS

A. NGA's occupied hours are as follows:

1. Monday through Friday: 8:00 a.m. through 6:00 p.m.
2. Saturday: 9:00 a.m. through 6:00 p.m.
3. Sunday: 10:00 a.m. through 10:00 p.m.
4. NGA sponsored special events may require additional time limitations. The exact working hours proposed by the Contractor must be coordinated with and approved by the COTR.

B. Material Management: Delivery of construction materials and removal of construction debris through public spaces shall be performed before 10:00 a.m. and after 5:00 p.m., and shall also be coordinated with scheduled special events outside of public hours. Coordinate the proposed delivery of materials and the removal of materials or debris with the COTR in writing three (3) working days in advance for approval.

1. Contractor shall remove existing materials where required as indicated in the Contract Documents and shall not damage NGA property. Any NGA property that needs to be relocated but is not addressed in the Contract Documents shall be handled only by NGA staff unless other written directions are provided by the COTR.
2. The Work shall be performed to minimize the spread of dust, dirt, debris, and airborne particles and to provide complete protection for persons and property within and adjacent to the Work area in accordance with the Project-specific Safety Plan.
3. Contractor shall collect and remove from the site all accumulations of waste, dust, and debris at the end of each work shift; more frequently in occupied areas, if necessary, to keep the quantity of combustible material low.

C. Noise and Vibration: Restrict construction-related activities involving excessive noise, vibration and similar disruptions during the NGA's occupied hours and special events.

1. Activities include, but are not limited to, the following:
 - a. Demolition and cutting, including chipping, drilling or cutting concrete (hand or power).
 - b. Demolition and cutting of construction materials, including wood and metal.
 - c. The use of powered tools that exceed the following specified criteria.
 - d. Delivery of bulk and oversized construction materials to the construction site.
2. Excessive noise is any generated noise over seventy (70) dB that may be measured by a sound level meter at slow response when measured in public or NGA staff environments adjoining the Project site.
 - a. The use of noise producing equipment shall not expose the public or NGA staff at any time to noise in excess of prescribed standards as set forth by OSHA.
3. Excessive vibration is any sensation of vibration in adjoining public or staff environments to the Project site.

- D. Indoor Air Quality:** Restrict construction-related activities involving excessive gases, vapors, fumes, and odors that are evident in staff and public spaces during NGA's occupied hours and special events and at any time in collection spaces. These restrictions shall be acknowledged in the Project-specific Safety Plan. Verify use of any questionable product with a historical record of dispensing vapors, fumes or odors in writing three (3) working days in advance with the COTR.
1. Excessive odor is any detectible sensation of odor (whether or not accompanied by dust or smoke, and whether or not deemed **Ahazardous@**) by occupants in adjoining public or staff environments to the Project site.
 2. Control gases, vapors, fumes, and odors created by the work through procedures stated in the Project-specific Safety Plan work control methods to prevent entry into staff or public spaces. The Contractor shall coordinate with the COTR to assess the need for and feasibility of adjusting the NGA's HVAC systems to assist in this requirement.
 3. If work involving gases, vapors, fumes, and odors must be performed in proximity to air intake systems or openings in building walls, ceilings, or floors, a specific control plan must be submitted as part of the Project-specific Safety Plan. This control plan may include, among other elements, temporary barriers, high-efficiency particulate air (HEPA) vacuums, local exhaust ventilation, and portable local exhaust ventilation (LEV), etc.
- E. Fastener Systems [Attachment Devices]:** Use of any power-actuated fastener system within the NGA is not permitted. All required fastener bolt and sleeve assembly systems in concrete or masonry structures shall be predrilled, postinstalled-expansion or -bonded type anchors. Refer to the technical Sections of this Specifications for design load, material, and other fastener and anchor requirements.

1.6 HOT WORK

- A.** Contractor shall adhere to all provisions of the NGA Hot Work Program. The NGA Hot Work Program consists of the following requirements, the Hot Work Permit Form and the procedural provisions of each activity.
- B.** Hot Work includes, but is not limited to, any of the following activities performed by the Contractor inside or on an NGA building or on NGA Grounds:
1. Welding (all types, electric and gas).
 2. Brazing.
 3. Flame cutting or burning.
 4. Metal sawing or grinding.
 5. Flame soldering (not electric).
 6. Thawing pipe.
 7. Torch-applied roofing.
 8. Includes any operation that produces sparks, flame or heat.
- C.** An NGA Hot Work Permit is required for all Hot Work. Submit a completed Hot Work Permit form to the COTR three (3) working days in advance of work requiring a permit. The COTR will submit the completed form to AOP-RM for review where approval will be determined. The request must name the operator (the individual actually performing the work), the exact location, proposed date and time period of the Hot Work, and a description of the work to be performed. Blanket

requests, multiple areas, multiple operators will not be honored. Permits will only be issued for work within an area where there is a clear line of sight from the fire watch area to the area of operations. Permits are normally issued for one (1) day only. In certain circumstances where work is being performed in an AOP-RM determined tightly controlled environment, permits may be issued for up to five (5) days at the sole discretion of AOP-RM. Operations involving larger areas must be broken down into observable smaller areas where the Operator performing the work and the fire watch can directly observe the entire area.

- D. Hot Work conducted in permit-required confined spaces must be identified at the time the Hot Work permit is requested, and shall be site reviewed by AOP-RM before the permit is issued.
- E. Contractor shall comply with the following required Hot Work precautions without exception:
 - 1. Place at least one (1) ten (10) pound ABC fire extinguisher within thirty-five (35) feet (10.7 M) of work area (twenty [20] feet [6 M] is preferred). For certain operations, AOP-RM may determine that two (2) fire extinguishers are required. The fire extinguisher shall be placed on the natural Aexit@ path from the work area. Contractor is required to provide their own fire extinguishers.
 - 2. Remove all combustibles (cardboard, plastic, oil, lumber, etc.) within thirty-five (35) feet (10.7 M) of work area.
 - 3. Protect wall and floor openings, including ducts, with non-combustible covers (welding pads, blankets or curtains meeting ANSI-FM Standard 4950) to assure that hot material, sparks, etc. do not travel to adjacent areas where their impact might not be immediately known.
 - 4. Protect combustible flooring and other non-movable combustibles with non-combustible shields (welding pads, blankets or curtains meeting ANSI-FM Standard 4950).
 - 5. Provide adequate ventilation for the operator and to minimize odors in adjacent areas.
 - 6. Watch for people entering work area, especially where flames or sparks may cover a wide area.
 - 7. Do not work outside the area or description of work covered by the Hot Work Permit.
 - 8. Do not cover sprinkler heads or smoke detectors without prior specific approval of AOP-RM.
 - 9. Do not use defective equipment. Take such equipment out of service and tag it out.
 - 10. Do not perform any Hot Work alone. Assign a qualified fire watch; continue during breaks and thirty (30) minutes after Hot Work is completed. Only after the fire watch is concluded should the all clear call be made to the Security Command Center (SCC).
 - 11. Know the location of the nearest NGA telephone, fire pull station, or NGA staff with a radio. If there is a NGA escort, he/she should be the one to call for assistance as needed. If there is no NGA escort, the Operator should know to call NGA extension x6911.
 - 12. Call the SCC at x6911 at any time when there is an uncontrolled incident.
- F. Contractor's Operator performing the work shall call the SCC (202) 842-6115 before commencing Hot Work, upon completion of the work, and before leaving the immediate work area.
- G. Any Security Officer or member of the AOP-RM staff has full authority to stop Hot Work operations until a violation is corrected. Repeated or egregious violations will result in Hot Work being suspended pending an inquiry meeting called by AOP-RM. This meeting will examine the reasons for the violations and develop a course of corrective action. Attendees include a senior manager of the Contractor and subcontractors involved, and the NGA CO and COTR. Repeated or egregious violations are considered in assessing the Contractor's performance. A formal report of findings is submitted to the NGA Administrator.

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- H. The use of gasoline, kerosene, diesel, or propane fuels or equipment powered by these fuels (Subject to Article 1.8 in this Section) is specifically prohibited in any indoor use without the express permission of AOP-RM.

1.7 COMPRESSED GASES

- A. Contractor shall store all compressed gases in accordance with the current NGA Compressed Gas Program.
- B. Oxygen cylinders in storage (whether empty or not) shall be separated from fuel gas cylinders or combustible materials by a minimum distance of twenty (20) feet (6 M) or by a noncombustible wall. All cylinders shall be chained to a wall or otherwise supported so that they cannot fall over. No more than three (3) cylinders shall be stored in the same location. Maximum cylinder dimensions shall be nine (9) by thirty (30) inches (229 by 6568 mm).
- C. No more than three (3) TX-9 cylinders containing propane (14.1 oz.), acetylene (16 oz.), or MAPP gas (16 oz.) may be used in the same area inside a building. Larger cylinders of propane or MAPP gas shall not be used unless approved by AOP-RM.
- D. Piped propane systems, the use of propane-powered industrial trucks, and the use or storage of twenty (20) pound or larger propane tanks within NGA buildings are specifically prohibited.

1.8 FIRE ALARM / FIRE SUPPRESSION OUTAGE PROCEDURES

- A. The Contractor shall meet with the COTR and AOP-RM to review a request for the temporary outage. A Fire Alarm / Fire Suppression Outage Permit Form is required whenever a smoke detector is deactivated or disconnected, a fire suppression system shutoff valve is closed, the system needs to be drained for installation of sprinkler heads, a fire pump is turned off, a water flow or control valve tamper switch is deactivated, or any component of the system is disabled to cause the system to be inactive in any NGA area. The Contractor requesting the temporary outage shall provide required form no later than seven (7) working days prior to the requested outage to the COTR. The COTR will submit the request to AOP-RM for review and approval. Blanket requests will not be honored.

1.9 UTILITY OUTAGE PROCEDURES

- A. The Contractor shall meet with the COTR and OM to review all requests for a utility shutdown and coordinate any potential impact on the building systems and assistance required from NGA staff.
 - 1. Utility services include, but are not limited to, electrical, steam, domestic hot water, domestic cold water, sanitary and waste, chilled water, elevators, HVAC system and emergency power.
- B. The Contractor requesting the utility outage shall provide to the COTR a Utilities Outage Request Form no later than seven (7) working days prior to the requested outage. When a Utilities Outage Request Confirmation Form is issued, written approval/disapproval and instructions to the Contractor will be provided on the form.
 - 1. When possible, utility outages should be scheduled during other than occupied hours.

1.10 LOCKOUT-TAGOUT

- A. The Contractor shall coordinate the Lockout-Tagout of all NGA systems and equipment with the OM.
- B. All Lockout-Tagout programs shall include a “TRY” component to verify shutdown of systems and equipment.
- C. The Contractor shall at no time override locks/tags placed by NGA staff.

1.11 CONTRACTOR’S SAFETY

- A. Reporting Accidents: Report all accidents immediately to the AOP Security Command Center (SCC) and the COTR. SCC will notify DC Emergency Responders as appropriate. Prepare and submit written reports, documenting data and actions, of accidents to the COTR and AOP-RM.
- B. Health Unit: Contractor employees may use the services of the NGA Health Unit for emergency services only. Health Unit hours are 9:15 a.m. to 5:15 p.m. Monday through Saturday and 10:15 a.m. to 6:15 p.m. Sunday.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 3523

REGULATIONS GOVERNING THE NATIONAL GALLERY OF ART BUILDINGS AND GROUNDS

These regulations are issued under the authority of 40 U.S.C. §193n-193x.

1. GENERAL. These regulations apply to all buildings and grounds of the National Gallery of Art, as defined in 40 U.S.C. §193v(2), and to all persons entering in or on such buildings and grounds, hereinafter referred to as the premises. All authorizations and orders hereunder are valid only if made in writing by the Administrator or by someone delegated in writing by the Administrator to do so.

2. ACCESS TO BUILDINGS. Except as otherwise ordered, National Gallery of Art buildings shall be closed to the public after normal visiting hours. Such buildings, or portions thereof, shall also be closed to the public in emergency situations and at such other times as may be necessary for the orderly conduct of business. Whenever the buildings are closed to the public for any reason, visitors will immediately leave the premises upon being requested by a guard or other authorized individual to do so. Admission to the buildings during periods when they are closed to the public will be limited to authorized individuals who will be required to register and identify themselves when requested by a guard or other authorized individual.

3. PRESERVATION OF PROPERTY. It is prohibited willfully to destroy, deface or damage property on the premises or to remove from the premises property or any part thereof unless specifically authorized. Touching of any work of art is forbidden unless specifically authorized. Parcels, portfolios, bags and containers of any kind may be required to be opened and the contents identified prior to their being allowed to enter or leave the premises. A properly completed property pass signed by an authorized official of the National Gallery of Art may be required prior to the removal of any property from the premises.

4. CONFORMITY WITH SIGNS AND EMERGENCY DIRECTIONS. Persons in or on the premises shall comply with official signs of a prohibitory or directory nature and with the directions of authorized individuals.

5. NUISANCES. The following are prohibited: the use of loud, abusive, or otherwise improper language; unwarranted loitering, sleeping or assembly; the creation of any hazard to persons or things; improper disposal of rubbish; spitting; prurient prying; the commission of any obscene or indecent act, or any other unseemly or disorderly conduct on the premises; throwing articles of any kind from, at or within a building; and climbing upon any part of a building or work of art.

6. GAMBLING. Participating in games for money or other gain or profit or the operation of gambling devices, the conduct of a lottery or pool, or the selling or purchasing of numbers tickets in or on the premises is prohibited.

7. INTOXICATING BEVERAGES AND CONTROLLED SUBSTANCES. Entering the premises or the operating of a motor vehicle thereon by a person under the influence of any intoxicating beverage, narcotic drug or other controlled substance, or the unauthorized introduction or use of such substance in or on the premises is prohibited. The introduction or the consumption of intoxicating beverages on the premises is prohibited, except as specifically authorized.

8. SMOKING. Smoking on the premises is prohibited, except as specifically authorized.

9. SOLICITING, VENDING, DEBT COLLECTION AND DISTRIBUTION OF HANDBILLS. The soliciting of alms and contributions, commercial soliciting and vending of all kinds, the display or distribution of commercial advertising or the collection of private debts in or on the premises is prohibited. This rule does not apply to national or local fund drives for welfare, health and other purposes sponsored or authorized by the National Gallery of Art or to personal notices posted by employees on authorized bulletin boards. Unauthorized distribution of material, such as pamphlets, handbills and flyers, is prohibited.

10. PLACARDS, SIGNS, BANNERS AND FLAGS. The displaying or carrying of placards, signs, banners or flags is prohibited unless officially authorized, except for the wearing of material which does not pose a potential hazard to persons, property or exhibits.

11. DOGS AND OTHER ANIMALS. Dogs and other animals, except seeing eye dogs, other guide dogs and animals used to guide or assist persons with disabilities, shall not be brought upon the premises for other than authorized official purposes.

12. PHOTOGRAPHY, FILMING AND VIDEOTAPING. Photography, filming and videotaping is prohibited on the premises, except as officially authorized or for personal, non-commercial use with hand-held equipment.

13. ITEMS TO BE CHECKED. Oversized objects, such as briefcases, suitcases, etc., and umbrellas, canes (not needed to assist in walking), and other objects capable of inflicting damage to property or exhibits may be required to be checked in the checking facilities provided.

14. VEHICULAR AND PEDESTRIAN TRAFFIC. Drivers of all vehicles in or on the premises shall drive in a careful and safe manner at all times and shall comply with the signals and directions of the guards and traffic and parking signs and such other directives as may be posted from time to time. The blocking of entrances, driveways, walks, loading platforms or fire hydrants on the premises is prohibited. Parking without authority or parking in unauthorized locations or in locations reserved for other persons or contrary to the direction of posted signs is prohibited.

15. WEAPONS AND EXPLOSIVES. No person while on the premises shall carry firearms, other dangerous and deadly weapons, ammunition, explosives or incendiary devices (or any part thereof), either openly or concealed, except as authorized for official purposes.

16. NONDISCRIMINATION. These regulations will be applied without discrimination as to race, religion, color, national origin, age, gender, sexual preference or disability.

17. PENALTIES. 40 U.S.C., §193(s) provides: "Whoever violates any provision of sections 193o-193q of this title or any regulation prescribed under section 193r of this title, shall be fined not more than \$100 or imprisoned not more than sixty days, or both, prosecution for such offenses to be had in the Superior Courts of the District of Columbia, upon information by the United States attorney or any of his assistants: Provided that in any case where, in the commission of such offense, property is damaged in an amount exceeding \$100 the amount of the fine for the offense may be not more than \$5,000, the period of imprisonment for the offense may be not more than five years and prosecution shall be had in the United States District Court for the District of Columbia by indictment, or if the defendant, after he has been advised of the nature of the charge and his rights, waives in open court prosecution by indictment, by information by the United States attorney or any of his assistants." The National Gallery of Art reserves the right to take such other actions to enforce these regulations as may be necessary and appropriate under the circumstances.

rev. April 1994

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General Decision Number: DC080003 07/18/2008 DC3

Superseded General Decision Number: DC20070003

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

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

Modification Number	Publication Date
0	02/08/2008
1	04/18/2008
2	05/02/2008
3	05/09/2008
4	05/30/2008
5	06/06/2008
6	07/04/2008
7	07/18/2008

ASBE0024-001 10/01/2007

	Rates	Fringes
Asbestos Worker/Heat and Frost Insulator Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.....	\$ 27.88	13.88

ASBE0024-005 10/01/2007

	Rates	Fringes
Fire Stop Technician.....	\$ 22.95	6.39

Includes the application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the passage of fire, smoke of other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, sealing of penetrating items and blank openings.

BRDC0001-001 04/30/2007

	Rates	Fringes
Bricklayer.....	\$ 25.90	6.19

CARP0132-006 05/01/2008

Rates	Fringes
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Carpenters (Including Drywall Hanging).....	\$ 25.37	6.55
Piledriver.....	\$ 23.87	7.10

 ELEC0026-003 09/03/2007

	Rates	Fringes
Communication Technician.....	\$ 23.15	3%+6.87

SCOPE OF WORK: Includes low voltage construction, installation, maintenance and removal of teledata facilities (voice, data and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, railroad communications, micro waves, VSAT, bypass, CATV, WAN (Wide area networks), LAN (Local area networks) and ISDN (Integrated systems digital network).

WORK EXCLUDED: The installation of computer systems in industrial applications such as assembly lines, robotics and computer controller manufacturing systems. The installation of conduit and/or raceways shall be installed by Inside Wiremen. On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway or conduit not greater than 10 feet. Fire alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit. All HVAC control work.

 ELEC0026-016 06/02/2008

	Rates	Fringes
Electricians (Excluding Communication-Low Voltage Wiring).....	\$ 35.55	11.42+a

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

 ENGI0077-009 05/01/2008

	Rates	Fringes
Power equipment operators:		
Boom Trucks.....	\$ 27.57	7.17+a
Cranes (35 tons and above)..	\$ 28.74	7.17+a
Cranes (under 35 tons).....	\$ 28.28	7.17+a
Forklifts.....	\$ 21.00	7.17+a
Piledrivers.....	\$ 28.28	7.17+a

a. PAID HOLIDAYS:
 New Years Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

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b. PREMIUM PAY:

Tower cranes and cranes 100-ton and over to receive \$1.00 per hour premium over Group One.

 * IRON0005-001 06/01/2008

	Rates	Fringes
Ironworkers:		
Structural, Ornamental and		
Chain Link Fence.....	\$ 27.83	12.595

 IRON0201-003 05/01/2008

	Rates	Fringes
Ironworker (Reinforcing).....	\$ 26.15	12.08

 LABO0657-001 06/01/2008

	Rates	Fringes
Laborer:Skilled.....	\$ 19.57	4.68

FOOTNOTE: Potmen, power tool operator, small machine operator, concrete labor including concrete preparation, signalmen, laser beam operator, waterproofer, open caisson, test pit, underpinnig, pier hole and ditches, ladders and all work associated with lagging that is not expressly stated, strippers, operator of hand derricks, vibrator operators, pipe layers, or tile layers (tile laid on road construction projects ONLY), operators of jackhammer, paving breakers, spaders or any machine that does the same general type of work, scaffold builders, operators of towmasters, scootcretes, buggymobiles and other machines of similar character, operators of tampers and rammers and other machines that do the same general type of work, whether powered by air, electric or gasoline builders of trestle scaffolds over one tier high and sand blaster, power and chain saw operators used in clearing, installers of well points, wagon drill operators, acetylene burners and licensed powdermen.

 LABO0657-002 06/01/2008

	Rates	Fringes
Laborers:		
Mason Tenders, Brick.....	\$ 14.65	4.68
Mortarmen, Scaffold		
Builders.....	\$ 15.45	4.68

 MARB0002-002 05/01/2007

	Rates	Fringes
Marble & Stone Mason.....	\$ 31.00	11.52

INCLUDES pointing, caulking and cleaning of All types of masonry, brick, stone and cement structures; EXCEPT

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pointing, caulking and cleaning of existing masonry,
brick, stone and cement (restoration work)

MARB0003-001 05/01/2007

	Rates	Fringes
Mosaic & Terrazzo Worker, Tile Layer		
Marble Mason and Tile Layer..\$	24.67	8.78
Terrazzo Worker.....\$	25.42	8.78

MARB0003-004 05/01/2007

	Rates	Fringes
Marble, Tile & Terrazzo Finisher.....\$	19.84	7.90

PAIN0051-004 06/01/2008

	Rates	Fringes
Glaziers		
Contracts \$2 million and under.....\$	25.12	7.46
Contracts over \$2 million...\$	27.84	7.46

PAIN0051-010 06/01/2008

	Rates	Fringes
Painters:		
Brush, Roller, Spray and Drywall Finisher.....\$	24.31	7.56

PLAS0891-003 05/01/2007

	Rates	Fringes
Cement Mason/Concrete Finisher...\$	26.15	6.01

PLUM0005-007 10/21/2007

	Rates	Fringes
Plumbers		
Apartment Buildings over 4 stories (except hotels), schools, colleges and speculative office buildings, strip shopping centers, churches, water coolers, room air conditioning units, appliances, packaged ice machines and light commercial refrigeration and/or air conditioning systems serving a single business in a single story		

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building and not to exceed
 5. h.p. or tons, self-
 contained package unit up
 to including 5 h.p. or tons.\$ 21.54 8.33+a
 ALL Other Work.....\$ 33.92 12.94+a

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

PLUM0602-006 11/01/2007

	Rates	Fringes
Steamfitter, Refrigeration & Air Conditioning Mechanic (Including HVAC Pipe Work).....	\$ 33.27	13.57+a

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

SFDC0669-001 04/01/2008

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

SHEE0100-002 07/01/2008

	Rates	Fringes
Sheet Metal Worker (Including HVAC Duct Work).....	\$ 33.04	12.12

SUDC2000-001 04/12/2000

	Rates	Fringes
ASBESTOS ABATEMENT WORKER (Removal from Floors, Ceilings, Walls and Mechanical Systems).....	\$ 10.60	
Laborer, Unskilled.....	\$ 11.83	2.23

Pointer, caulker and cleaner
 INCLUDES pointing,
 caulking and cleaning of
 existing masonry, brick,
 stone and cement
 structures (restoration
 work); EXCLUDES pointing,
 caulking and cleaning of
 new or replacement
 masonry, brick, stone and
 cement.....\$ 20.00

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

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

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etc.) that the requestor considers relevant to the issue.

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

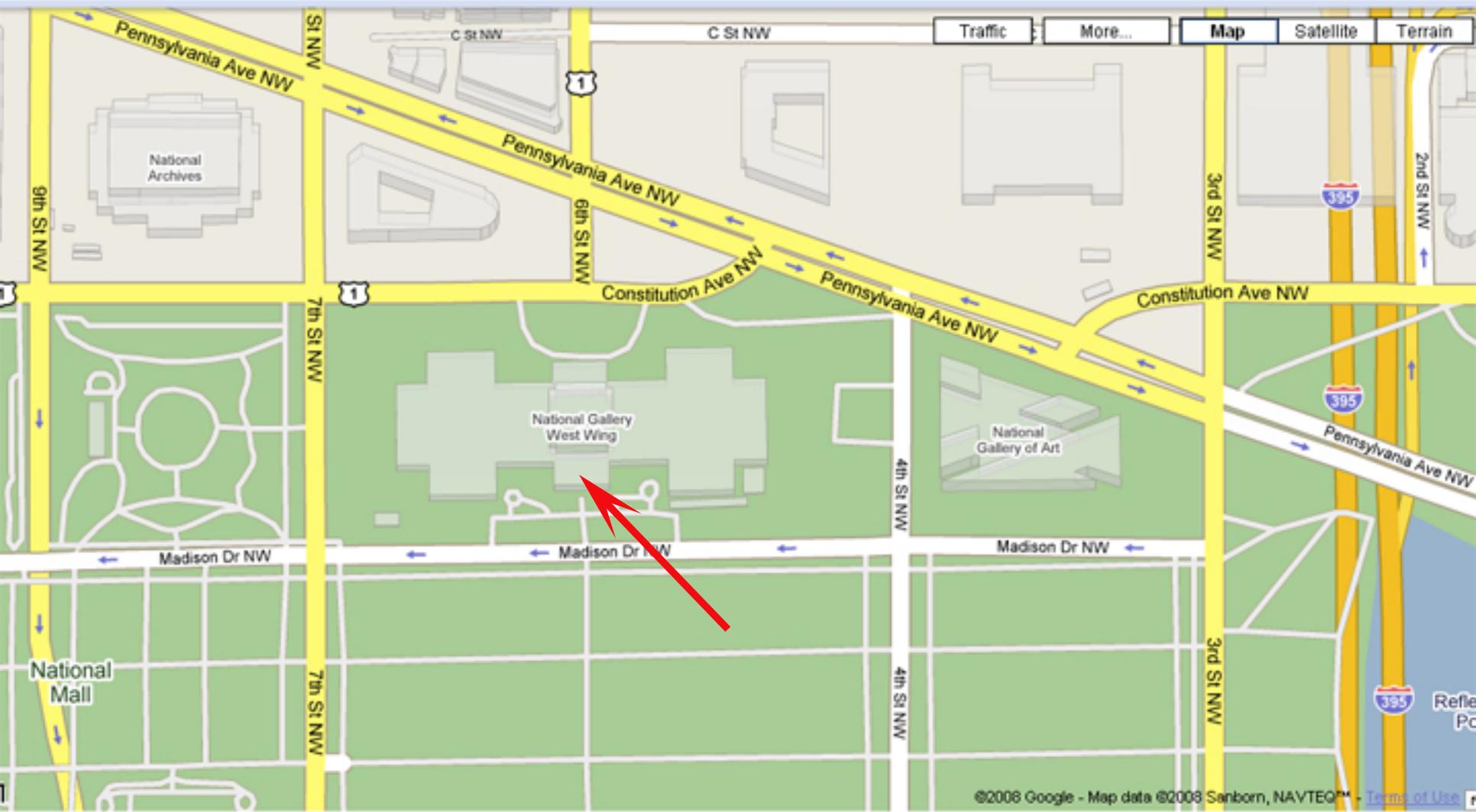
Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

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END OF GENERAL DECISION

6th Street and Madison Avenue, NW entrance to the National Gallery of Art



SECTION K – REPRESENTATIONS AND CERTIFICATIONS

52.212-3 Offeror Representations and Certifications—Commercial Items. (June 2008)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

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

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(1) Whose management and daily business operations are controlled by one or more women.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in 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 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

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.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it o is, o is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* *[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it o is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* *[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) *[Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).]* The offeror represents as part of its offer that it o is, o is not an emerging small business.

(ii) *[Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).]* Offeror represents as follows:

(A) Offeror’s number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees Average Annual Gross Revenues

- 50 or fewer \$1 million or less
- 51–100 \$1,000,001–\$2 million
- 101–250 \$2,000,001–\$3.5 million
- 251–500 \$3,500,001–\$5 million
- 501–750 \$5,000,001–\$10 million
- 751–1,000 \$10,000,001–\$17 million
- Over 1,000 Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either—

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) o Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that—

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no

Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate.* (Applies only if the clause at FAR [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian or Moroccan end product,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).*]

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

(2) *Certification.* [*If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.*]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4](#)(c)(1). The offeror o does o does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4](#)(c)(2)(ii) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR [22.1003-4](#)(d)(1). The offeror o does o does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4](#)(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

o Other _____.

(5) *Common parent.*

o Offeror is not owned or controlled by a common parent;

o Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of provision)

Alternate I (Apr 2002). As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

Alternate II (Oct 2000). As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) *Address.* The offeror represents that its address is, or is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR Part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

SECTION L – INSTRUCTIONS TO OFFERORS

52.212-1 Instructions to Offerors—Commercial Items. (June 2008)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet ([SF 1449](#)). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the [SF 1449](#), letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

- (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR [52.212-3](#) (see FAR [52.212-3](#)(b) for those representations and certifications that the offeror shall complete electronically);
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the [SF 1449](#), include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) *Late submissions, modifications, revisions, and withdrawals of offers.*
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
 - (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—
 - (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
 - (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (C) If this solicitation is a request for proposals, it was the only proposal received.
 - (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
- (g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- (i) *Availability of requirements documents cited in the solicitation.*
- (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (i) ASSIST (<http://assist.daps.dla.mil>).
- (ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).
- (iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP)

by—

- (i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR [Subpart 32.11](#)) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *Central Contractor Registration.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

SECTION M – EVALUATION FACTORS

52.212-2 Evaluation—Commercial Items. (Jan 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Past Performance

The Offeror's documented past performance in related efforts will be evaluated as an indication of the ability to perform in accordance with the proposal. The Offeror shall provide at least three (3) but no more than five (5) references for projects that are on-going or were performed within the last three (3) years, and for which the Offeror is/was the prime contractor. Projects that are of a similar size and diversity as the project defined in the RFP are preferred. References for work in museum environments; other environments with valuable, irreplaceable artifacts; buildings designed by renowned architects; and/or buildings of historic, architectural or fine art significance are preferred. Reference sites that may be visited and are within fifty (50) miles of the Gallery's Washington, DC location are preferred. The following information must be provided in the format below:

- Client organization
- Client address
- Client contacts. Identify the names of two client representatives. Include the telephone numbers, e-mail address, and title of each client representative.
- Explanation of the relevance of the project to the requirements of this solicitation.
- Contract start and end date
- Contract award amount and explanation of any changes
- Contract performance. Describe the contract timeline, challenges, and performance successes. Describe risk management approach including what problems were encountered and what corrective actions taken.
- The role the Offeror had in the project.
- Photographic documentation of the work in progress and/or the finished product. Photographs shall be provided as prints (no smaller than 4 x 6 inches), printed digital images, or digital images on CD-ROM. All photographs shall be clear and accurate depictions, and shall be of sufficiently high quality that detail is easily viewed/discerned by the average person. The offeror is encouraged to provide multiple photographs depicting different angles, perspectives, features, etc. Photos shall not be returned.

Note: The Gallery may use past performance information obtained from sources other than those identified by the Offeror. If the Offeror is a multi-function organization, the client and contract reference information is required only on work done by the segment of the firm (division, group, unit) that will be performing work required by this solicitation, not the firm in general.

Representations and Certifications

Offerors shall include the completed Section K.

Price

Firm fixed price proposals shall include but are not limited to separately listing the cost of labor and the cost of materials.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)