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REQUEST FOR PROPOSAL (RFP)

U.S. GENERAL SERVICES ADMINISTRATION

Office of Tenant Operations
201 Superior Avenue, Room 440
Cleveland, OH 44114

This procurement is totally set-aside for small business concerns.

SOLICITATION NO.: GS-05P-08-SL-M-0022

PROJECT: DFAS – 16th Floor Phone Room A/C Upgrade – AC Equipment only

LOCATION: Anthony J. Celebrezze Federal Building
1240 East 9th St.
Cleveland, OH 44199

ISSUE DATE: June 27, 2008

OFFER DUE DATE: July 28, 2008

DUE TO: General Services Administration
Office of Tenant Operations
100 E. Fifth Street, Room 208
Cincinnati, OH 45202

ATTN: Andrew Latta

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NOTICE CONCERNING SOLICITATION

GENERAL SERVICES ADMINISTRATION'S MISSION
To provide quality services required by our clients in a timely manner
To ensure the best value to the Federal Government and the public thereby enhancing our clients' ability to accomplish their mission.

QUESTIONS CONCERNING SOLICITATION
The cutoff date for submission of questions concerning the solicitation is July 21, 2008. Any questions submitted after that deadline may or may not be responded to at the option of GSA. All responses to questions, clarifications, and/or comments deemed necessary by the GSA Contracting Officer will be promulgated via amendment(s) to the solicitation.

SUBMITTALS WITH OFFER
SF1449 and addendum
Pricing pages
Offeror Representations and Certifications – Commercial Items

SUBMIT PROPOSALS TO:
GSA
ATTN: Andrew Latta
100 E. Fifth Street, Room 208
Cincinnati, OH 45202

DUE BY: JULY 28, 2008, 2:00 PM EDT

Note: This is a Commercial Items Contract and follows the format below.

(A) Standard Form (SF) 1449 Solicitation/Contract/Order for Commercial Items and Addendum to SF 1449.

(B) Description/Specifications Statement of Work

(C) Contract Clauses
52.212-4 Contract Terms and Conditions – Commercial Items
Addendum to 52.214
Clauses Incorporated by Reference 25
52.212-5 Contract Terms and Conditions Required to Implement Statutes and Executive Orders

(D) Solicitation Provisions
FAR 52.212-1, Instructions to Offerors – Commercial Items
FAR 52.212-2, Evaluation – Commercial Items
FAR 52.212-3, Offeror Representations and Certifications – Commercial Items
Additional Instructions, Conditions and Notice to Offerors

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

1. REQUISITION NUMBER

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			GS05P08SLM0022	June 27, 2008

7. FOR SOLICITATION INFORMATION CALL	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME
	Andrew Latta	513-246-4420	July 28, 2008, 2PM

9. ISSUED BY

General Services Administration
Property Management Division
100 E. Fifth St., Room 208
Cincinnati, OH 45202

10. THIS ACQUISITION IS

☐ UNRESTRICTED
☒ SET ASIDED: 100% FOR
☒ SMALL BUSINESS
☐ SMALL DISAV. BUSINESS
☐ 8(A)

NAICS: 333415
SIZE STANDARD: 750 employees

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 N/A

14. METHOD OF SOLICITATION
☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO

General Services Administration
1240 East Ninth St.
Cleveland, OH 44199

16. ADMINISTERED BY

General Services Administration
100 E. Fifth Street
Cincinnati, OH 45202

17A. CONTRACTOR/OFFEROR

TELEPHONE NO.

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY

General Services Administration
Finance Division
P.O. Box 17181
Fort Worth, TX 76102-0181

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
	See Supplies or Services and Prices Offer Sheet				

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 3 COPIES

☒ TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT:

REFERENCE: _____ 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	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER	31c. DATE SIGNED

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE	32c. DATE

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR
☐ PARTIAL ☐ FINAL		

36. PAYMENT	37. CHECK NUMBER
☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

42a. RECEIVED BY *(Print)*

42b. RECEIVED AT *(Location)*

42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS **ADDENDUM TO STANDARD FORM 1449**	SOLICITATION NUMBER GS05P08SLM0022	PAGE 2
17a. CONTRACTOR/OFFEROR *(Company Name)*	A. CONTRACTOR/OFFEROR FAX NUMBER	
17b. REMITTANCE ADDRESS	B. CONTRACTOR/OFFEROR E-MAIL ADDRESS *(Optional)*	
	C. CONTRACTOR/OFFEROR TAX ID NUMBER	
	D. CONTRACTOR/OFFEROR DUNS NUMBER	

CONTINUATION OF SF-1449
SUPPLIES OR SERVICES AND PRICES
OFFER SHEET

1. DESCRIPTION OF SERVICES

The contractor shall provide the labor, and transportation necessary to provide refrigerant-cooled air conditioning units and condensers as described herein. Product delivery is expected within 6 weeks of time of award.

OFFER FOR BASIC SERVICES

BASIC ADMINISTRATIVE SERVICES OFFER SHEET

In the space provided below quote a price for furnishing all labor and transportation necessary to provide administrative services as described herein:

ITEM	DESCRIPTION	A First Unit Price	B Second Unit Price			
0001	Basic Services: Provide two (2) 12-ton refrigerant cooled air conditioning units and air condensors.	$_____	$_____			
0002	Alternate #1: Provide two (2) 15-ton refrigerant cooled air conditioning units and air condensors.	$_____	$_____			

All the contractor's prices must include expenses for overhead, General and Administrative (G&A) and profit.

Offerors MUST quote prices for both basic services and alternates, in order to be considered for award.

SECTION 01100 – SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Work covered by the Contract Documents.
2. Type of the Contract.
3. Work phases.
4. Work under other contracts.
5. Products ordered in advance.
6. Owner-furnished products.
7. Use of premises.
8. Owner's occupancy requirements.
9. Work restrictions.
10. Specification formats and conventions.

B. Related Sections include the following:

1. Division 1 Section "Summary of Multiple Contracts" for division of responsibilities for the Work.
2. Division 1 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. Project Identification: **"DFAS – 16th Floor Phone Room AC Upgrade - Phase II - AC Equipment."**

1. Project Location**: A.J. Celebrezze Federal Building, 1240 E. Ninth St. Cleveland,OH.**

B. Owner: **General Services Administration.**

1. Owner's Representative: **Donald G. Marion P.E.**

C. Architect/Engineer: **GSA/PBS Ohio Design & Construction Team, Ohio Service Center, 201 Superior Ave., Room 440, Cleveland, OH. 44114.**

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emergency vehicles at all times. Do not use these areas for parking or storage of materials.

a. Schedule deliveries to minimize use of driveways and entrances.
b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

C. Use of Existing Building: Maintain existing building in a weathertight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.

1.10 OWNER'S OCCUPANCY REQUIREMENTS

A. Full Owner Occupancy: Owner will occupy site during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits, unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from GSA and authorities having jurisdiction.
2. Provide not less than **one week's** notice to GSA Property Manager of activities that will affect DFAS' operations.

B. Agency Occupancy of Completed Areas of Construction: DFAS and other Federal Agencies reserve the right to occupy and to place and install equipment in completed areas of building, before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.

1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied before Owner occupancy.
2. Obtain a Certificate of Occupancy from authorities having jurisdiction before Owner occupancy.
3. Before partial Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of building.
4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of building.

1.11 SPECIFICATION FORMATS AND CONVENTIONS

A. Specification Format: The Specifications are organized into Divisions and Sections using the division format and CSI/CSC's "MasterFormat" numbering system.

1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric

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sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.

2. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the Specifications.

B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.

    a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

1.12 MISCELLANEOUS PROVISIONS

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01100

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SECTION 01230 - ALTERNATES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for alternates.

1.2 DEFINITIONS

A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.3 PROCEDURES

A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.

1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.

B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.

C. Execute accepted alternates under the same conditions as other work of the Contract.

D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No.1: **Provide two (2) – 15 Ton refrigerant air cooled air conditioning units, two compressors each unit, with two (2) fan speed controlled air condensers, each rated for 238,500 BTU/h (69.9 kW) heat rejection @ 100 deg F (37.8 deg C). See Section 238123 – Computer Room Air Conditioners – Alternate No. 1 - Two 15 Ton Units for details and requirements.**

END OF SECTION 01230

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SECTION 01330 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes certain administrative and procedural requirements for shop drawings, coordination drawings, schedules, samples and certain other quality assurance submittals.

B. This section does not include requirements for the following submittals:
   1. Warranties specified in Division 1 Section "Product Requirements."
   2. Closeout submittals specified in Division 1 Section "Closeout Procedures."

C. For clarity purposes, shop drawings, coordination drawings and schedules are further categorized as follows:

   1. Shop drawings include drawings and schedules specifically prepared for the project, except for coordination drawings.
   2. Coordination drawings are specified in Division 1 Section "Project Management and Coordination."
   3. Product data includes manufacturer's standard catalogs, pamphlets and other printed materials, and includes but is not limited to the following:

      a. Product specifications.
      b. Installation instructions.
      c. Color charts.
      d. Catalog cuts.
      e. Rough-in diagrams and templates.
      f. Wiring diagrams.
      g. Performance curves.
      h. Operational range diagrams.
      i. Mill reports.

D. Samples may include samples of such scale to allow delivery for review, as well as field samples or mock-ups of full-size physical examples erected on-site or elsewhere, o establish a true-scale standard by which the corresponding work will be judged or a standard for compliance testing.

E. Other quality assurance submittals include materials specifically prepared for the project, except drawings and schedules, and include but are not limited to the following:

   1. Design data and calculations.
   2. Certifications of compliance or conformance.
   3. Manufacturer's instructions and field reports.

1.2 GENERAL SUBMITTAL REQUIREMENTS

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A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities and with the Submittal Schedule specified in Division 1 Section "Construction Progress Documentation". Submittals shall be transmitted to the Contracting Officer's designated representative **within 10 calendar days after receipt of notice of contract award,** unless the approved Submittal Schedule specifically provides for a later submission. Transmit each submittal sufficiently in advance of the scheduled performance of related construction activities to avoid delaying the Work, allowing for the review times specified for submittals in the Contract documents.

1. Coordinate each submittal with other submittals and related activities that require sequential scheduling, to allow for testing, purchase, fabrication and product delivery in a timely manner.
2. Schedule transmittal of different categories of submittals for the same element of Work and for different elements of related parts of the Work at the same time.
3. Allow sufficient time for submittal review, corrections following the initial review and resubmittal review before activities scheduled after the submittal approval.
4. Any resubmission required after Government review shall be made within 10 calendar days after return of the submittal, unless specifically authorized otherwise by the Contracting Officer.
5. Submittals which are determined to be incomplete or otherwise substandard will be returned to the Contractor with no further review. Delays due to incomplete or rejected submittals will not be excused.
6. Construction will not be allowed to proceed if submittals are not received in a timely manner. Failure by the Contractor to provide the required submittals in a timely manner will not result in an extension to the Contractor's Construction Schedule.
7. Failure by the Contractor to provide the required submittals in a timely manner may result in progress payment requests being returned to the Contractor until submittals are up-to-date.

B. Submittal Preparation: Identify and prepare drawings and samples as specified in the Construction Contract Clauses. Minimally include the following on a permanent label for other submittals:

1. Project name and number.
2. Date.
3. Name, address and telephone number of firm or entity that prepared the submittal.
4. Name and address of the Contractor.
5. Name of the manufacturer.
6. Number and title of appropriate specification section.
7. Drawing number and detail references, as appropriate.
8. Space to record Contractor's review and approval markings, and for Contracting Officer's or Contraction Officer's Representative's action; approximately 5 by 5 inches.

C. Submittal Transmittal: Package each submittal for transmission and handling. Transmit each submittal from the Contractor to the Contracting Officer or Contracting Officer's representative by use of a transmittal form. Minimally include the following information on the transmittal form.

1. Project name and number.
2. Date.
3. Destination (To:).

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4. Source (From:).
5. Names of subcontractor, manufacturer and supplier, as applicable.
6. Category of submittal.
7. Description of submittal
8. Number and title of appropriate specification section.
9. Submittal number, including means to separately identify initial submittal and each resubmittal.
10. Certification by Contractor stating that submittal complies with the Contract Documents, or statement of deviations from the requirements of the Contract Documents including minor variations and limitations. Deviations may be listed on an attached sheet referenced on the transmittal form.
11. Signature of transmitter.

1.3 SHOP DRAWINGS AND COORDINATION DRAWINGS

A. Submit originally prepared information, drawn accurately to scale. Do not reproduce Contract Documents or copy standard printed materials as the basis for Shop Drawings and Coordination Drawings.

B. Minimally include the following information on Shop Drawings and Coordination Drawings:

1. Dimensions.
2. Identification of products and materials.
3. Compliance with specified standards.
4. Notation of coordination requirements.
5. Notation of dimensions established by field measurements, if any.
6. Highlighted or encircled deviations from the Contract Documents, if any.

C. Sheet size: Except for templates, patterns and similar full-size drawings, submit Shop Drawings and Coordination Drawings on sheets of at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 40 inches (750 by 1000 mm).

D. Submittals: Unless otherwise indicated, submit one correctable, translucent, reproducible print and two blue-line or black-line prints of each drawing submittal. Reproducible print will be marked with action taken and returned.

E. Distribution: When submittal is approved, Contractor shall prepare final blue-line or black-line print copies from the approved reproducible print, for the following purposes.

1. One print shall be marked and retained as a "Record Document."
2. Unless otherwise requested, two prints shall be provided to the Contracting Officer.
3. Additional prints shall be provided to the entities involved in the effected construction.

1.4 PRODUCT DATA

A. Collect Product Data into a single submittal for each system or element of construction. Mark each copy to show specific product choices and options applicable to the project. Product Data shall include the following information, where applicable:

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1. Manufacturer's printed recommendations.
2. Compliance with recognized trade association standards.
3. Compliance with recognized testing standards.
4. Applicability of testing agency labels and seals.
5. Notation of dimensions verified for fit by field measurements.
6. Notation of coordination requirements.

B. Preliminary Submittal: Prior to submittal of complete Product Data, submit a preliminary single copy of that part of Product Data when selection of options is required, such as for color charts. Preliminary submittal will be returned, with selection noted, for the Contractor's use in subsequent submittals.

C. Submittals: Unless otherwise indicated, submit not less than **8 copies** of each Product Data submittal. Two copies will be retained, and the remaining copies will be marked with action taken and returned.

D. Distribution: When submittal is approved, Contractor shall distribute approved copies for the following purposes:

1. One copy shall be marked and retained as a "Record Document."
2. Additional copies shall be provided to the manufacturers, subcontractors, suppliers, installers, governing authorities and others as required for performance of the applicable construction activities.

1.5 SAMPLES

A. Submit full-size, fully fabricated samples, cured and finished in the manner specified. Samples shall be physically identical to the material or product proposed for use.

B. Mount, display, or package samples to facilitate review of kind, color, pattern, texture and other qualities indicated, as a final check of these characteristics with other elements and for comparison of these characteristics with those of the actual component delivered and installed.

C. Where variation in color, pattern, texture or other characteristic is inherent in the material or product, submit at least 3 multiple units that show approximate limits of the variations.

D. Refer to other specification sections for requirements for samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operations and similar construction characteristics.

E. Refer to other specification sections for samples to be returned to the Contractor for incorporation in the Work. Such samples must be in undamaged condition at time of use.

F. Preliminary Submittal: Where color, pattern, texture or similar characteristics are specified to be selected from a manufacturer's range of standard choices, submit a preliminary single set sample of available choices prior to submittal of the complete sample. Preliminary submittal will be returned, with selection noted, for the Contractor's use in subsequent submittals.

G. Submittals: Unless otherwise indicated and except for field samples or mock-ups of full-size physical examples erected on-site or elsewhere, submit not less than 3 sets of each sample

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submittal. One copy will be marked with action taken and returned. Comply with requirements in the individual specification section for field samples and mockups.

H. Distribution: Except for field samples or mockups, when submittal is approved, Contractor shall distribute approved copies for the following purposes:

1. One copy shall be marked and retained as a "Record Document" at the Project Site, and shall be available for comparison throughout the course of construction activity.
2. Additional copies shall be provided to manufacturers, subcontractors, suppliers, installers, governing authorities and others as required for performance of the applicable construction activities.

1.6 OTHER QUALITY ASSURANCE SUBMITTALS

A. Submit other quality assurance submittals in compliance with requirements in the individual specification sections.

B. Certifications: Submit notarized certifications from the party certifying compliance with specified requirements. Certifications shall be signed by an officer or other individual authorized to sign documents on behalf of the company certifying compliance.

1.7 REVIEW ACTION ON SUBMITTALS

A. Except for submittals for the record or for information or for another purpose where no action and return is required, the Contracting Officer or the Contracting Officer's authorized representative will review submittals and mark returned copies to indicate action taken.

B. Compliance with specified characteristics is the Contractor's responsibility, and is not part of the Contracting Officer's review and indication of action taken. No matter what review action is taken, final acceptance will depend on full compliance with the Contract Documents.

C. Submittals that do not contain an appropriate marking of approval by the Contracting Officer or Contracting Officer's representative shall not be used for construction.

D. Action Stamp: Each submittal will be stamped with a uniform action stamp. The stamp shall be marked to indicate one of the following actions taken:

1. Final Unrestricted Release: Where marked "Approved", the work covered by the submittalmay proceed, provided it complies with the requirements of the Contract Documents.
2. Final But Restricted Release: Where marked "Approved As Noted", the work covered by the submittal may proceed, provided it complies with the notations or corrections on the submittal and with the requirements of the Contract Documents.
3. Return for Resubmittal: Where marked "Not Approved, Revise and Resubmit", do not proceed with the work covered by the submittal, including purchasing, fabrication, delivery or any other activity. Revise or prepare a new submittal according to the notations on the submittal or on the return transmittal. Resubmit without delay, repeating as necessary to obtain a final release action mark.

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4. No Action: Where a submittal is for the record or for information or for another purpose not requiring review action, the submittal may not be returned or may be returned and marked "Action Not Required."

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01330

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SECTION 01600 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following administrative and procedural requirements: selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.

B. Related Sections include the following:
1. Division 1 Section "Alternates" for products selected under an alternate.
2. Division 1 Section "References" for applicable industry standards for products specified.
3. Division 1 Section "Closeout Procedures" for submitting warranties for contract closeout.
4. Divisions 2 through 23 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.3 DEFINITIONS

A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation, shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility**, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise**. Products salvaged or recycled from other projects are not considered new products.
3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other

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designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

D. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to GSA.

E. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

1.4 SUBMITTALS

A. Product List: Submit a list, in tabular from, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.

1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
2. Form: Tabulate information for each product under the following column headings:

   a. Specification Section number and title.
   b. Generic name used in the Contract Documents.
   c. Proprietary name, model number, and similar designations.
   d. Manufacturer's name and address.
   e. Supplier's name and address.
   f. Installer's name and address.
   g. Projected delivery date or time span of delivery period.
   h. Identification of items that require early submittal approval for scheduled delivery date.

3. Submittal: Within **10** days after award of the contract, submit **3** copies of initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.

   a. At Contractor's option, initial submittal may be limited to product selections and designations that must be established early in Contract period.

4. Completed List: Within **30** days after date of commencement of the Work, submit **3** copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
5. Contracting Officer's Action: The Contracting Officer or the COR will respond in writing to Contractor within **21** days of receipt of completed product list. Architect's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Contracting Officers response, or lack of response, does not constitute a waiver of requirement that products comply with the Contract Documents.

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B. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Substitution Request Form: Use **CSI Form 13.1A or form provided by Owner**.
2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

   a. Statement indicating why specified material or product cannot be provided.
   b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
   c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
   d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
   e. Samples, where applicable or requested.
   f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
   g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
   h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
   i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
   j. Cost information, including a proposal of change, if any, in the Contract Sum.
   k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
   l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Contracting Officer's Action: If necessary, the Contracting Officer will request additional information or documentation for evaluation within one week of receipt of a request for substitution. The Contracting Officer will notify Contractor of acceptance or rejection of proposed substitution within **15** days of receipt of request, or **7** days of receipt of additional information or documentation, whichever is later.

   a. Form of Acceptance: Change Order.
   b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.

C. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 Section "Submittal Procedures." Show compliance with requirements.

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1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
5. Store products to allow for inspection and measurement of quantity or counting of units.
6. Store materials in a manner that will not endanger Project structure.
7. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
8. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
9. Protect stored products from damage.

B. Storage: GSA will provide storage at the A.J. Celebrezze FB. Coordinate location with GSA Property Manager.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.

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1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: Forms are included with the Specifications. Prepare a written document using appropriate form properly executed.
3. Refer to Divisions 2 through 23 Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Division 1 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT OPTIONS

A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged, and unless otherwise indicated, that are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. The Contracting Officer reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.

B. Product Selection Procedures: Procedures for product selection include the following:

1. Product: Where Specification paragraphs or subparagraphs titled "Product" name a single product and manufacturer, provide the product named.

    a. Substitutions may be considered**, unless otherwise indicated**.

2. Manufacturer/Source: Where Specification paragraphs or subparagraphs titled "Manufacturer" or "Source" name single manufacturers or sources, provide a product by the manufacturer or from the source named that complies with requirements.

    a. Substitutions may be considered[**, unless otherwise indicated**].

3. Products: Where Specification paragraphs or subparagraphs titled "Products" introduce a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.

    a. Substitutions may be considered**, unless otherwise indicated**.

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4. Manufacturers: Where Specification paragraphs or subparagraphs titled "Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.

    a. Substitutions may be considered[**, unless otherwise indicated**].

5. Available Products: Where Specification paragraphs or subparagraphs titled "Available Products" introduce a list of names of both products and manufacturers, provide one of the products listed or another product that complies with requirements. Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.
6. Available Manufacturers: Where Specification paragraphs or subparagraphs titled "Available Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed or another manufacturer that complies with requirements. Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.
7. Product Options: Where Specification paragraphs titled "Product Options" indicate that size, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide either the specific product or system indicated or a comparable product or system by another manufacturer. Comply with provisions in "Product Substitutions" Article.
8. Basis-of-Design Products: Where Specification paragraphs or subparagraphs titled "Basis-of-Design Product[**s**]" are included and also introduce or refer to a list of manufacturers' names, provide either the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.

    a. Substitutions **may** be considered**, unless otherwise indicated**.

9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product (and manufacturer) that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches satisfactorily.

    a. If no product available within specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the Contract Documents on "substitutions" for selection of a matching product.

10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product (and manufacturer) that complies with other specified requirements.

    a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, or texture from manufacturer's product line that does not include premium items.
    b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, or texture from manufacturer's product line that includes both standard and premium items.

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2.2 PRODUCT SUBSTITUTIONS

A. Timing: The Contracting Officer will consider requests for substitution if received within **10** days after **the Notice of Award**. Requests received after that time may be considered or rejected at discretion of Architect.

B. Conditions: The Contracting Officer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
2. Requested substitution does not require extensive revisions to the Contract Documents.
3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
4. Substitution request is fully documented and properly submitted.
5. Requested substitution will not adversely affect Contractor's Construction Schedule.
6. Requested substitution has received necessary approvals of authorities having jurisdiction.
7. Requested substitution is compatible with other portions of the Work.
8. Requested substitution has been coordinated with other portions of the Work.
9. Requested substitution provides specified warranty.
10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

2.3 COMPARABLE PRODUCTS

A. Where products or manufacturers are specified by name, submit the following, in addition to other required submittals, to obtain approval of an unnamed product:

1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

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SECTION 01770 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for Contract closeout including, but not limited to, the following:

1. Inspection procedures.
2. Project record document submittal.
3. Operation and maintenance manual submittal.
4. Final cleaning.

B. Closeout requirements for specific construction activities are included in the individual sections in Divisions 2 through 16.

C. Substantial Completion is defined as that state when the Contractor has complied with the Contract requirements, except for minor deviations, and the project is sufficiently complete and capable of being occupied and used by the Government for the intended purpose.

1.2 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for Substantial Completion, complete the following.

1. Provide supporting documentation for completion as indicated elsewhere in the Contract Documents and a statement showing an accounting of changes to the Contract Sum.
2. Submit a list to the Contracting Officer, of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
3. Obtain and submit releases enabling the Government unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
4. Submit operation and maintenance manuals, final project photographs, damage or settlement survey, and utility lines survey.
5. Make final changover of permanent locks and transmit keys to the Contracting Officer=s Representative. Advise the Government user personnel of changeover in security provisions.
6. Complete startup testing of systems and instruction of the Government operation and maintenance personnel. Discontinue and remove temporary facilities from the site, along with mockups, construction tools, and similar elements.

B. Inspection Procedures: On receipt of a request for inspection, the Contracting Officer=s Representative will either proceed with inspection or advise the Contractor of unfilled requirements. The Contracting Officer will notify the Contractor of Substantial Completion following the inspection or advise the Contractor of construction that must be completed or corrected before Substantial Completion.

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1. The Contracting Officer=s Representative will repeat the inspection when requested and when assured that the Work is substantially complete.
2. Results of the completed inspection will form the basis of the requirements for Final Acceptance.

1.3 FINAL ACCEPTANCE

A. Preliminary Procedures: Before requesting reinspection for Final Acceptance, complete the following:

1. Submit final payment request with releases and supporting documentation not previously submitted and accepted.
2. Submit an updated final statement, accounting for final additional changes to the Contract price.
3. Submit a certified copy of the previous Substantial Completion inspection list of items to be completed or corrected. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance, and shall be endorsed and dated by the Contractor.
4. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
5. Submit record documents and similar final record information.
6. Deliver tools, spare parts, extra stock and similar items.
7. Complete final clean-up requirements including touch-up painting of marred surfaces.
8. Submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date when the Government took possesion of and assumed responsibility for corresponding elements of the work.

B. Reinspection Procedure: The Contracting Officer=s Representative will reinspect the Work upon receipt of notice from the Contractor that the Work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Contracting Officer.

1. Upon completion of reinspection, the Contracting officer will notify the Contractor of Final Acceptance or will advice the Contractor of Work that is incomplete or of obligations that have not been fulfilled and are required for Final Acceptance.
2. If necessary, reinspection will be repeated.

1.4 RECORD DOCUMENT SUBMITTALS

A. Do not use record documents for construction purposes. Protect record documents from deterioration and loss in a secure, fire-resistant location. Provide access to record documents for the Contracting Officer's Representative's reference during normal working hours.

B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark the drawing that is most capable of showing conditions fully and accurately. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give

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particular attention to concealed elements that would be difficult to measure and record at a later date.

1. Mark record sets with red erasable pencil. Use other colors to distinguish between variations in separate categories of the Work.
2. Mark new information not shown on Contract Drawings or Shop Drawings.
3. Note related Change Order numbers where applicable.
4. Organize record drawing sheets into manageable sets. Bind sets with durable-paper cover sheets. Print suitable titles, dates, and other identification on the cover of each set.

C. Record Specifications: Maintain one complete copy of the Specifications with addenda. Include one copy of other written construction documents, such as Change Orders and modifications issued in printed form during construction.

1. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.
2. Give particular attention to substitutions and selection of options, and information about concealed construction that cannot otherwise be readily determined later by direct observation.
3. Note related record drawing information and Product Data.

D. Record Product Data: Maintain one copy of each Product Data submittal. Note related Change Orders and markup of Record Drawings and Specifications.

1. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site and from the manufacturer=s installation instructions and recommendations.
2. Give particular attention to concealed products and portions of the Work that cannot otherwise be readily determined later by direct observation.

E. Record Samples: Immediately prior to Substantial Completion, the Contractor shall meet with the Contracting Officer=s Representative at the Project site to determine which samples are to be transmitted to the Government for record purposes. Comply with the Contracting Officer=s instructions regarding delivery to the Government=s Sample storage area.

F. Miscellaneous Record Submittals: Refer to other Specification sections for requirements for miscellaneous record keeping and submittals in connection with actual performance of the Work. Place miscellaneous records in good order. Identify records properly and bind or otherwise organize to allow for use and reference. Retain the following article if Section 01782 is not included. This article is usually sufficient except for large projects where detailed records are required.

1.5 OPERATION AND MAINTENANCE MANUALS

A. Organize operation and maintenance data in suitable sets of manageable size. Bind properly indexed data in individual, heavy-duty, 2-inch (51 mm), 3-ring, vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Include the following types of information.

1. Emergency instructions.

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2. Spare parts lists.
3. Copies of warranties.
4. Wiring diagrams.
5. Recommended Aturn-around@ cycles.
6. Inspection procedures.
7. Shop Drawings and Product Data.
8. Fixture lamping schedule.

1.6 UTILITY LINES SURVEY

A. Provide an accurately dimensioned survey showing location and elevation of all utility lines, including valves, connections and changes in direction, as installed under the Contract within property lines and outside of building walls.1.Points where utility lines leave buildings shall be dimensioned from building corners.

1. Points where utility lines cross property lines shall be dimensioned from lot monuments.
2. Survey shall be drawn to scale and provided on a mylar transparency.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 CLOSEOUT PROCEDURES

A. Operation and Maintenance Instructions: Arrange for each Installer of equipment that requires regular maintenance to meet with the Government=s personnel to provide instruction in proper operation and maintenance. Provide instruction by manufacturer=s representatives if installers are not experienced in operation and maintenance procedures. Include a detailed review of the following:

1. Maintenance manuals.
2. Record documents.
3. Spare parts and materials.
4. Tools.
5. Lubricants.
6. Fuels.
7. Identification systems.
8. Control sequences.
9. Hazards.
10. Cleaning.
11. Warranties and bonds.
12. Maintenance agreements and similar continuing commitments.

B. As part of instruction for operating equipment, demonstrate the following procedures:

1. Startup.
2. Shutdown.

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3. Emergency operations.
4. Noise and vibration adjustments.
5. Safety procedures.
6. Economy and efficiency adjustments.
7. Effective energy utilization.

3.2 FINAL CLEANING

A. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial cleaning and maintenance program. Comply with manufacturer=s instructions.

1. Complete the following cleaning operations before requesting inspection for Final Acceptance.

   a. Remove labels that are not permanent labels.
   b. Clean transparent materials, including mirrors and glass in doors and windows. Removing glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
   c. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films, and similar foreign substances. Restore reflective surfaces to their original condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.
   d. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps. e.Clean the site, including landscape development areas, of rubbish, litter and other foreign substances. Sweep paved areas broom clean, and remove stains, spills, and other foreign deposits. Rake grounds that are neither paved nor planted to a smooth, even-textured surface.

B. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid the Project of rodents, insects, and other pests.

C. Removal of Protection: Remove temporary protection and facilities installed for the protection of the Work during construction.

D. Compliance: Comply with the regulations of authorities having jurisdiction and with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Government property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of it lawfully.

E. Remaining Materials: Extra materials of value, that remain after completion of associated work, become Government property. Dispose of these materials as directed by the Contracting Officer's Representative.

END OF SECTION 01770

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SECTION 238123 - COMPUTER-ROOM AIR-CONDITIONERS – BASE BID - TWO 12 TON UNITS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Section 01100 – Summary of Work, apply to this Section.

B. See Layout Drawing M-1-01 – DFAS - 16th Floor AC. For mounting locations of equipment and restrictions on mounting space.

1.2 SUMMARY

A. Section Includes:

1. Floor-mounted computer-room air conditioners, 6 tons (21 kW) and larger.

1.3 DEFINITION

A. BAS: Building automation system.

1.4 PERFORMANCE REQUIREMENTS

1.5 SUBMITTALS

A. Product Data: For each type of product indicated. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.

B. LEED Submittals:

1. Product Data for Credit EA 4: Documentation required by Credit EA 4 indicating that equipment and refrigerants comply.
2. Product Data for Prerequisite EQ 1: Documentation indicating that units comply with ASHRAE 62.1, Section 5 - "Systems and Equipment."

C. Shop Drawings: For computer-room air conditioners. Include plans, elevations, sections, details, and attachments to other work.

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1. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
2. Wiring Diagrams: For power, signal, and control wiring.

D. Color Samples: For unit cabinet, discharge grille, and exterior louver and for each color and texture specified.

E. Coordination Drawings: Plans, elevations, and other details, drawn to scale, using input from Installers of the items involved.

F. Field quality-control reports.

G. Operation and Maintenance Data: For computer-room air conditioners to include in emergency, operation, and maintenance manuals.

H. Warranty: Sample of special warranty.

1.6 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. ASHRAE Compliance:

1. Fabricate and label refrigeration system to comply with ASHRAE 15, "Safety Standard for Refrigeration Systems."
2. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1, Section 4 - "Outdoor Air Quality," Section 5 - "Systems and Equipment," Section 6 - "Ventilation Rate Procedures," and Section 7 - "Construction and Startup."

C. ASHRAE/IESNA Compliance: Applicable requirements in ASHRAE/IESNA 90.1

1.7 COORDINATION

A. Coordinate layout and installation of computer-room air conditioners and suspension system with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, fire-suppression system, and partition assemblies.

B. Coordinate installation of computer-room air conditioners with computer-room access flooring Installer.

C. Coordinate sizes and locations of concrete bases with actual equipment provided.

D. Coordinate sizes and locations of equipment structural supports with actual equipment provided.

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1.8 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of computer-room air conditioners that fail in materials or workmanship within specified warranty period.

1. Warranty Period for Compressors: Manufacturer's standard, but not less than [**five**] years from date of Substantial Completion.
2. Warranty Period for Humidifiers: Manufacturer's standard, but not less than [**three**] years from date of Substantial Completion.
3. Warranty Period for Control Boards: Manufacturer's standard, but not less than [**three**] years from date of Substantial Completion.

1.9 EXTRA MATERIALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Fan Belts: **One** set(s) for each belt-driven fan.
2. Filters: **One** set(s) of filters for each unit.

PART 2 - PRODUCTS

2.1 FLOOR-MOUNTED UNITS 6 TONS (21 kW) AND LARGER

A. Basis-of-Design Product: Subject to compliance with requirements, provide **Liebert DS** or comparable product by one of the following:
1. Carrier Corporation; a United Technologies company.
2. Compu-Aire, Inc.
3. Liebert Corporation.
4. McQuay International.
5. Stulz-ATS.
6. Trane; a business of American Standard Companies.

B. Description: Packaged, factory assembled, prewired, and prepiped; consisting of cabinet, fans, filters, humidifier, and controls.

C. Cabinet and Frame: Welded steel, braced for rigidity, and supporting compressors and other mechanical equipment and fittings.

1. Doors and Access Panels: Galvanized steel with polyurethane gaskets, hinges, and concealed fastening devices.
2. Insulation: Thermally and acoustically insulate cabinet interior with 1-inch- (25-mm-) thick duct liner.

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3. Finish of Interior Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1.
4. Finish of Exterior Surfaces: Baked-on, textured vinyl enamel; color **as selected from manufacturer's standard colors**.

D. Supply-Air Fan(s):

1. Double-inlet, forward-curved centrifugal fan(s); statically and dynamically balanced.
2. Drive: V-belt, with steel shaft with self-aligning ball bearings and cast-iron or steel sheaves, variable- and adjustable-pitch motor sheave, minimum of two matched belts, with drive rated at a minimum of two times the nameplate rating of motor.

E. Refrigeration System:
1. Compressors: Two independent Digital scroll compressors with variable capacity; increased part-load energy efficiency, reduced compressor cycling, with **oil strainer, internal motor overload protection,** resilient suspension system, crankcase heater, manual-reset high-pressure switch, and pump-down low-pressure switch.
2. Refrigeration Circuits: Two; each with hot-gas mufflers, thermal-expansion valve with external equalizer, liquid-line solenoid valve, liquid-line filter-dryer, sight glass with moisture indicator, service shutoff valves, charging valves, and charge of refrigerant.
3. Refrigerant: R-407C or R-410A.
4. Refrigerant Evaporator Coil: Alternate-row or split-face-circuit, direct-expansion coil of seamless copper tubes expanded into aluminum fins.

    a. Mount coil assembly over stainless-steel drain pan **complying with ASHRAE 62.1and having a condensate pump unit with integral float switch, pump-motor assembly, and condensate reservoir**.

5. Remote Air-Cooled Refrigerant Condenser: Corrosion-resistant cabinet, copper-tube aluminum-fin coils arranged for two circuits, multiple direct-drive propeller fans with permanently lubricated ball bearings, and single-phase motors with internal overload protection and integral electric control panel **and disconnect switch**. Control capacity by **modulating fan speeds**.

    a. Condenser units shall be designed for indoor application in high-rise building where outdoor heat rejection location is not practical, Units to be mounted on structural platforms in an air shaft. Units shall fit into shaft dimensions: 7'-3" by 12'-0".
    b. Ambient Operating Temperatures: 20°F to 95°F (-6.7° to 35°C).

F. Extended-Surface, Disposable, Panel Filter: Pleated, lofted, nonwoven, reinforced cotton fabric; supported and bonded to welded-wire grid; enclosed in cardboard frame.

1. Thickness: **4 inches (100 mm)**.

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2. Initial Resistance: **0.2 inches wg (50 Pa)**.
3. Recommended Final Resistance: **0.75 inches wg (187 Pa)**.
4. Arrestance (ASHRAE 52.1): **45** percent.
5. Merv (ASHRAE 52.2): **8**.
6. Infrared Humidifier: With automatic cycle. Capacity of 11 lbs/hr (5 kg/hr).

G. Disconnect Switch: Nonautomatic, molded-case circuit breaker with handle accessible when panel is closed and capable of preventing access until switched to off position.

H. Electronic-Control System: Solid state, with start button, stop button, temporary loss of power indicator, manual-reset circuit breakers, temperature control, humidity control, and monitor panel.

1. Monitor Panel: Backlighted, with no visible indicator lights until operating function is activated; indicators include cooling, humidification, loss of airflow, change filters, high temperature, low temperature, high humidity, low humidity, high head pressure (each compressor), and low suction pressure (each compressor).
2. Temperature- and Humidity-Control Modules: Solid state, plug-in; with adjustable set point, push-to-test calibration check button, and built-in visual indicators to show mode of operation.
3. Location: Behind hinged door in front of unit; isolated from conditioned airstream to allow service while system is operating.

I. Microprocessor-Control System: Continuously monitors operation of process cooling system; continuously displays room temperature and room relative humidity; sounds alarm on system malfunction and simultaneously displays problem. If more than one malfunction occurs, system displays fault in sequence with room temperature and continues to display fault when malfunction is cleared until system is reset.

1. Malfunctions:

a. Power loss.
b. Loss of airflow.
c. Clogged air filter.
d. High room temperature.
e. Low room temperature.
f. High humidity.
g. Low humidity.
h. Smoke/fire.
i. Water under floor.
j. Supply fan overload.
k. Compressor No. 1 - Overload.
l. Compressor No. 1 - Low Pressure.
m. Compressor No. 1 - High Pressure.
n. Compressor No. 2 - Overload.
o. Compressor No. 2 - Low Pressure.
p. Compressor No. 2 - High Pressure.

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2. Digital Display:

   a. Control power on.
   b. Humidifying.
   c. Dehumidifying.
   d. Compressor No. 1 - Operating.
   e. Compressor No. 2 - Operating.
   f. Heat operating.
   g. Economy cooling.

3. Push buttons shall stop and start process cooling system, silence audible alarm, test indicators, and display room's relative humidity.
4. BAS Interface: Factory-installed hardware and software to enable the BAS to monitor, control, and display unit status and alarms.

   a. Hardwired Points:

      1) Monitoring: On-off status, **common trouble alarm, space temperature, space relative humidity**.
      2) Control: On-off operation, **fire-alarm.**.

   b. **ASHRAE 135 (BACnet)** or **Lon Works** communication interface with the BAS shall enable the BAS operator to remotely control and monitor the unit from an operator workstation. Control features and monitoring points displayed locally at unit control panel shall be available through the BAS.

2.2 FLOOR-MOUNTED UNITS 5 TONS (18 kW) AND SMALLER: N/A

2.3 CEILING-MOUNTED UNITS: N/A

2.4 CONSOLE UNITS: N/A

2.5 FAN MOTORS

A. Comply with NEMA designation, temperature rating, service factor, enclosure type, and efficiency requirements for motors specified in Division 23 Section "Common Motor Requirements for HVAC Equipment."

   1. Motor Sizes: Minimum size as indicated. If not indicated, large enough so driven load will not require motor to operate in service factor range above 1.0.
   2. Controllers, Electrical Devices, and Wiring: Comply with requirements for electrical devices and connections specified in Division 26 Sections.

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B. Inverter duty rated for use with variable frequency drives.

2.6 CAPACITIES AND CHARACTERISTICS

A. Manufacturer/Model: Liebert VS- 042ADA0E1330A, "Basis of Design."

B. Quantity: 2

C. Unit Configuration:

1. **Upflow**.
2. **Blow** through.

D. Supply-Air Fan:

1. Number of Fans: **One**.
2. Airflow: **6500 cfm (3 070 l/s)**.
3. External Static Pressure: **0.75 inches wg (187 kPa)**.
4. Motor Size: **5 hp**.

E. Refrigeration System:

1. Unit Energy Efficiency: **Per ASHRAE 90.1, Latest Edition**.
2. Refrigerant Compressor:

a. Total Unit Cooling Capacity: **12 Tons (42 kW)**.
b. Net Sensible Unit Cooling Capacity: **125,000 Btu/h (36.6 kW).**
c. Number of Compressors: **Two**.
d. Motor Size: hp.

3. Refrigerant Evaporator Coil:

a. Total Cooling Capacity: **125,000 Btu/h (36.6 kW)**.
b. Net Sensible Cooling Capacity: **125,000 Btu/h (36.6 kW)**
c. Entering-Air Dry-Bulb Temperature: **75 deg F (23.9 deg C)**.
d. Entering-Air Wet-Bulb Temperature: **61.1 deg F (16.1 deg C) @ 45% RH**.
e. Leaving-Air Dry-Bulb Temperature: **56.9 deg F (13.8 deg C)**.
f. Leaving-Air Wet-Bulb Temperature: **54.1 deg F (12.3 deg C)**.

4. Air-Cooled Refrigerant Condenser:

a. Model: TCDV-205A.

b. Quantity: **2**

c. Total Heat Rejection: **174,000 Bth/h (51 kW) @ 21.6 deg F TD (12 deg C)**.

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d. Entering-Air Temperature: **95 deg F (35 deg C).**
e. Number of Condenser Fan Motors: **2 each unit.**
f. Total Airflow: **11,200 CFM (5 286 l/s).**
g. Condenser Fan Motors: **3/4** hp.
g. Full Load Amps: **3.5**

5. Condensate Pumps & Motors: **100 GPH @ 20 Ft Head, 1/4** hp.

F. Humidifier:

1. Type: Infrared

2. Capacity: **11 lb/h (5 kg/h).**

G. Electrical Characteristics:

1. Volts: **480.**
2. Phase: **Three.**
3. Hertz: 60.
4. AH Unit Full-Load Amperes: **41.6A.**
5. Minimum Circuit Ampacity: **49.9A**
6. Maximum Overcurrent Protection: **50A.**
7. Condenser Unit Full-Load Amperes: **3.5A**
8. Minimum Circuit Ampacity: **4A.**
9. Maximum Overcurrent Protection: **15A**

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Examine roughing-in for refrigerant piping systems to verify actual locations of piping connections before equipment installation.

C. Examine walls, floors, and roofs for suitable conditions where computer-room air conditioners will be installed.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install computer-room air conditioners level and plumb, maintaining manufacturer's recommended clearances. **Install according to ARI Guideline B.**

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B. Computer-Room Air-Conditioner Mounting: Install using **elastomeric mounts**. Comply with requirements for vibration isolation devices specified in Division 23 Section "Vibration and Seismic Controls for HVAC Piping and Equipment."

1. Minimum Deflection: **1/4 inch (6 mm)**.

C. Air-Cooled Refrigerant Condenser Mounting: Install using **elastomeric pads** or **elastomeric mounts**. Comply with requirements for vibration isolation devices specified in Division 23 Section "Vibration and Seismic Controls for HVAC Piping and Equipment."

1. Air-condenser(s) to mount on structural steel support frame in air shaft.

2. Minimum Deflection: **1/4 inch (6 mm)**.

3.3 CONNECTIONS

A. Piping installation requirements are specified in other Division 23 Sections. Drawings indicate general arrangement of piping, fittings, and specialties.

B. Install piping adjacent to machine to allow service and maintenance.

C. Water and Drainage Connections: Provide adequate connections for condensate drain and humidifier flushing system.

D. Refrigerant Piping: Comply with applicable requirements in Division 23 Section "Refrigerant Piping." Provide shutoff valves and piping.

3.4 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.

B. Perform tests and inspections.

1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.

C. Tests and Inspections:

1. Inspect for and remove shipping bolts, blocks, and tie-down straps.
2. After installing computer-room air conditioners and after electrical circuitry has been energized, test for compliance with requirements.
3. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.

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4. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Computer-room air conditioners will be considered defective if they do not pass tests and inspections.

E. Prepare test and inspection reports.

F. After startup service and performance test, change filters and flush humidifier.

3.5 ADJUSTING

A. Adjust initial temperature[**and humidity**] set points.

B. Set field-adjustable switches and circuit-breaker trip ranges as indicated.

C. Occupancy Adjustments: When requested within **12** months of date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions. Provide up to **two** visits to Project during other-than-normal occupancy hours for this purpose.

3.6 DEMONSTRATION

A. **Engage a factory-authorized service representative to train** GSA's maintenance personnel to adjust, operate, and maintain computer-room air conditioners.

END OF SECTION 238123

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SECTION 238123 - COMPUTER-ROOM AIR-CONDITIONERS – ALT No 1 - TWO 15 TON UNITS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

B. See Layout Drawing M-1-01 – DFAS – 16th Floor AC for mounting locations of equipment and restrictions on mounting space.

1.2 SUMMARY

A. Section Includes:

1. Floor-mounted computer-room air conditioners, 6 tons (21 kW) and larger.

1.3 DEFINITION

A. BAS: Building automation system.

1.4 PERFORMANCE REQUIREMENTS

1.5 SUBMITTALS

A. Product Data: For each type of product indicated. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.

B. LEED Submittals:

1. Product Data for Credit EA 4: Documentation required by Credit EA 4 indicating that equipment and refrigerants comply.
2. Product Data for Prerequisite EQ 1: Documentation indicating that units comply with ASHRAE 62.1, Section 5 - "Systems and Equipment."

C. Shop Drawings: For computer-room air conditioners. Include plans, elevations, sections, details, and attachments to other work.

1. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.

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2. Wiring Diagrams: For power, signal, and control wiring.

D. Color Samples: For unit cabinet, discharge grille, and exterior louver and for each color and texture specified.

E. Coordination Drawings: Plans, elevations, and other details, drawn to scale, using input from Installers of the items involved.

F. Field quality-control reports.

G. Operation and Maintenance Data: For computer-room air conditioners to include in emergency, operation, and maintenance manuals.

H. Warranty: Sample of special warranty.

1.6 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. ASHRAE Compliance:

1. Fabricate and label refrigeration system to comply with ASHRAE 15, "Safety Standard for Refrigeration Systems."
2. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1, Section 4 - "Outdoor Air Quality," Section 5 - "Systems and Equipment," Section 6 - "Ventilation Rate Procedures," and Section 7 - "Construction and Startup."

C. ASHRAE/IESNA Compliance: Applicable requirements in ASHRAE/IESNA 90.1

1.7 COORDINATION

A. Coordinate layout and installation of computer-room air conditioners and suspension system with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, fire-suppression system, and partition assemblies.

B. Coordinate installation of computer-room air conditioners with computer-room access flooring Installer.

C. Coordinate sizes and locations of concrete bases with actual equipment provided.

D. Coordinate sizes and locations of equipment structural supports with actual equipment provided.

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1.8 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of computer-room air conditioners that fail in materials or workmanship within specified warranty period.

1. Warranty Period for Compressors: Manufacturer's standard, but not less than **five** years from date of Substantial Completion.
2. Warranty Period for Humidifiers: Manufacturer's standard, but not less than **three** years from date of Substantial Completion.
3. Warranty Period for Control Boards: Manufacturer's standard, but not less than **three** years from date of Substantial Completion.

1.9 EXTRA MATERIALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Fan Belts: **One** set(s) for each belt-driven fan.
2. Filters: **One** set(s) of filters for each unit.

PART 2 - PRODUCTS

2.1 FLOOR-MOUNTED UNITS 6 TONS (21 kW) AND LARGER

A. Basis-of-Design Product: Subject to compliance with requirements, provide **Liebert DS** or comparable product by one of the following:
1. Carrier Corporation; a United Technologies company.
2. Compu-Aire, Inc.
3. Liebert Corporation.
4. McQuay International.
5. Stulz-ATS.
6. Trane; a business of American Standard Companies.

B. Description: Packaged, factory assembled, prewired, and prepiped; consisting of cabinet, fans, filters, humidifier, and controls.

C. Cabinet and Frame: Welded steel, braced for rigidity, and supporting compressors and other mechanical equipment and fittings.

1. Doors and Access Panels: Galvanized steel with polyurethane gaskets, hinges, and concealed fastening devices.
2. Insulation: Thermally and acoustically insulate cabinet interior with 1-inch- (25-mm-) thick duct liner.

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3. Finish of Interior Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1.
4. Finish of Exterior Surfaces: Baked-on, textured vinyl enamel; color **as selected from manufacturer's standard colors**.

D. Supply-Air Fan(s):

1. Double-inlet, forward-curved centrifugal fan(s); statically and dynamically balanced.
2. Drive: V-belt, with steel shaft with self-aligning ball bearings and cast-iron or steel sheaves, variable- and adjustable-pitch motor sheave, minimum of two matched belts, with drive rated at a minimum of two times the nameplate rating of motor.

E. Refrigeration System:
1. Compressors: Two independent Digital scroll compressors with variable capacity; increased part-load energy efficiency, reduced compressor cycling, with **oil strainer, internal motor overload protection,** resilient suspension system, crankcase heater, manual-reset high-pressure switch, and pump-down low-pressure switch.
2. Refrigeration Circuits: Two; each with hot-gas mufflers, thermal-expansion valve with external equalizer, liquid-line solenoid valve, liquid-line filter-dryer, sight glass with moisture indicator, service shutoff valves, charging valves, and charge of refrigerant.
3. Refrigerant: R-407C or R-410A.
4. Refrigerant Evaporator Coil: Alternate-row or split-face-circuit, direct-expansion coil of seamless copper tubes expanded into aluminum fins.

   a. Mount coil assembly over stainless-steel drain pan **complying with ASHRAE 62.1and having a condensate pump unit with integral float switch, pump-motor assembly, and condensate reservoir**.

5. Remote Air-Cooled Refrigerant Condenser: Corrosion-resistant cabinet, copper-tube aluminum-fin coils arranged for two circuits, multiple direct-drive propeller fans with permanently lubricated ball bearings, and single-phase motors with internal overload protection and integral electric control panel **and disconnect switch**. Control capacity by **modulating fan speeds**.

   a. Condenser units shall be designed for indoor application in high-rise building where outdoor heat rejection location is not practical, Units to be mounted on structural platforms in an air shaft. Units shall fit into shaft dimensions: 7'-3" by 12'-0".
   b. Ambient Operating Temperatures: 20°F to 100°F (-6.7° to 37.8°C).

F. Extended-Surface, Disposable, Panel Filter: Pleated, lofted, nonwoven, reinforced cotton fabric; supported and bonded to welded-wire grid; enclosed in cardboard frame.

1. Thickness: **4 inches (100 mm)**.
2. Initial Resistance: **0.2 inches wg (50 Pa)**.

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3. Recommended Final Resistance: **0.75** inches wg (187 Pa).
4. Arrestance (ASHRAE 52.1): **45** percent.
5. Merv (ASHRAE 52.2): **8**.
6. Infrared Humidifier: With automatic cycle. Capacity of 22 lbs/hr 10 kg/hr).

G. Disconnect Switch: Nonautomatic, molded-case circuit breaker with handle accessible when panel is closed and capable of preventing access until switched to off position.

H. Electronic-Control System: Solid state, with start button, stop button, temporary loss of power indicator, manual-reset circuit breakers, temperature control, humidity control, and monitor panel.

1. Monitor Panel: Backlighted, with no visible indicator lights until operating function is activated; indicators include cooling, humidification, loss of airflow, change filters, high temperature, low temperature, high humidity, low humidity, high head pressure (each compressor), and low suction pressure (each compressor).
2. Temperature- and Humidity-Control Modules: Solid state, plug-in; with adjustable set point, push-to-test calibration check button, and built-in visual indicators to show mode of operation.
3. Location: Behind hinged door in front of unit; isolated from conditioned airstream to allow service while system is operating.

I. Microprocessor-Control System: Continuously monitors operation of process cooling system; continuously displays room temperature and room relative humidity; sounds alarm on system malfunction and simultaneously displays problem. If more than one malfunction occurs, system displays fault in sequence with room temperature and continues to display fault when malfunction is cleared until system is reset.

1. Malfunctions:

a. Power loss.
b. Loss of airflow.
c. Clogged air filter.
d. High room temperature.
e. Low room temperature.
f. High humidity.
g. Low humidity.
h. Smoke/fire.
i. Water under floor.
j. Supply fan overload.
k. Compressor No. 1 - Overload.
l. Compressor No. 1 - Low Pressure.
m. Compressor No. 1 - High Pressure.
n. Compressor No. 2 - Overload.
o. Compressor No. 2 - Low Pressure.
p. Compressor No. 2 - High Pressure.

2. Digital Display:

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a. Control power on.
b. Humidifying.
c. Dehumidifying.
d. Compressor No. 1 - Operating.
e. Compressor No. 2 - Operating.
f. Heat operating.
g. Economy cooling.

3. Push buttons shall stop and start process cooling system, silence audible alarm, test indicators, and display room's relative humidity.
4. BAS Interface: Factory-installed hardware and software to enable the BAS to monitor, control, and display unit status and alarms.

a. Hardwired Points:

1) Monitoring: On-off status, **common trouble alarm, space temperature, space relative humidity**.
2) Control: On-off operation, **fire-alarm.**

b. [A**SHRAE 135 (BACnet)** or **LONWORKS** communication interface with the BAS shall enable the BAS operator to remotely control and monitor the unit from an operator workstation. Control features and monitoring points displayed locally at unit control panel shall be available through the BAS.

2.2 FLOOR-MOUNTED UNITS 5 TONS (18 kW) AND SMALLER: N/A

2.3 CEILING-MOUNTED UNITS: N/A

2.4 CONSOLE UNITS: N/A

2.5 FAN MOTORS

A. Comply with NEMA designation, temperature rating, service factor, enclosure type, and efficiency requirements for motors specified in Division 23 Section "Common Motor Requirements for HVAC Equipment."

1. Motor Sizes: Minimum size as indicated. If not indicated, large enough so driven load will not require motor to operate in service factor range above 1.0.
2. Controllers, Electrical Devices, and Wiring: Comply with requirements for electrical devices and connections specified in Division 26 Sections.

B. Inverter duty rated for use with variable frequency drives.

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2.6 CAPACITIES AND CHARACTERISTICS

A. Manufacturer/Model: Liebert VS- 053ADA0E1329A, "Basis of Design."

B. Quantity: **2**

C. Unit Configuration:

1. **Upflow**.
2. **Blow** through.

D. Supply-Air Fan:

1. Number of Fans: **One**.
2. Airflow: **7900 cfm (3 729 l/s)**.
3. External Static Pressure: **1 inches wg (249kPa)**.
4. Motor Size: **5 hp (3.7 kW)**.

E. Refrigeration System:

1. Unit Energy Efficiency: **Per ASHRAE 90.1, Latest Edition**.
2. Refrigerant Compressor:

a. Total Unit Cooling Capacity: **15 Tons (53 kW)**.
b. Net Sensible Unit Cooling Capacity: **166,600 Btu/h (48.8 kW).**
c. Number of Compressors: **Two**.
d. Motor Size: hp.

3. Refrigerant Evaporator Coil:

a. Total Cooling Capacity: **177,300 Btu/h (52 kW)**.
b. Net Sensible Cooling Capacity: **166,600 Btu/h (48.8 kW)**
c. Entering-Air Dry-Bulb Temperature: **75 deg F (23.9 deg C)**.
d. Entering-Air Wet-Bulb Temperature: **61.1 deg F (16.1 deg C) @ 45% RH**.
e. Leaving-Air Dry-Bulb Temperature: **55.1 deg F (12.8 deg C)**.
f. Leaving-Air Wet-Bulb Temperature: **52.7 deg F (11.5 deg C)**.

4. Air-Cooled Refrigerant Condenser:

a. Model: TCDV-308A.

b. Quantity: **2**

c. Total Heat Rejection: **238,500 Bth/h (69.9 kW) @ 21 deg F TD (11.7 deg C)**
d. Entering-Air Temperature: **100 deg F (37.7 deg C)**.
e. Number of Condenser Fan Motors: **2 each unit**.
f. Max. Airflow Each Unit: **18,600 CFM (8 780 l/s).**
g. Condenser Fan Motors: **3/4** hp.

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g. Full Load Amps: **3.5**

5. Condensate Pumps & Motors: **100 GPH @ 20 Ft Head, 1/4** hp.

F. Humidifier:

1. Type: Infrared

2. Capacity: **22 lb/h (10 kg/h).**

G. Electrical Characteristics:

1. Volts: **480.**
2. Phase: **Three.**
3. Hertz: 60.
4. AH Unit Full-Load Amperes: **56.7A.**
5. Minimum Circuit Ampacity: **69 A**
6. Maximum Overcurrent Protection: **70A.**
7. Condenser Unit Full-Load Amperes: **3.5A**
8. Minimum Circuit Ampacity: **4A.**
9. Maximum Overcurrent Protection: **15A**

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Examine roughing-in for refrigerant piping systems to verify actual locations of piping connections before equipment installation.

C. Examine walls, floors, and roofs for suitable conditions where computer-room air conditioners will be installed.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install computer-room air conditioners level and plumb, maintaining manufacturer's recommended clearances. **Install according to ARI Guideline B.**

B. Computer-Room Air-Conditioner Mounting: Install using **elastomeric mounts**. Comply with requirements for vibration isolation devices specified in Division 23 Section "Vibration and Seismic Controls for HVAC Piping and Equipment."

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1. Minimum Deflection: **1/4 inch (6 mm)**.

C. Air-Cooled Refrigerant Condenser Mounting: Install using **elastomeric pads** or **elastomeric mounts**. Comply with requirements for vibration isolation devices specified in Division 23 Section "Vibration and Seismic Controls for HVAC Piping and Equipment."

1. Air-condenser(s) to mount on structural steel support frame in air shaft.

2. Minimum Deflection: **1/4 inch (6 mm)**.

3.3 CONNECTIONS

A. Piping installation requirements are specified in other Division 23 Sections. Drawings indicate general arrangement of piping, fittings, and specialties.

B. Install piping adjacent to machine to allow service and maintenance.

C. Water and Drainage Connections: Provide adequate connections for condensate drain and humidifier flushing system.

D. Refrigerant Piping: Comply with applicable requirements in Division 23 Section "Refrigerant Piping." Provide shutoff valves and piping.

3.4 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.

B. Perform tests and inspections.

1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.

C. Tests and Inspections:

1. Inspect for and remove shipping bolts, blocks, and tie-down straps.
2. After installing computer-room air conditioners and after electrical circuitry has been energized, test for compliance with requirements.
3. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
4. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Computer-room air conditioners will be considered defective if they do not pass tests and inspections.

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E. Prepare test and inspection reports.

F. After startup service and performance test, change filters and flush humidifier.

3.5 ADJUSTING

A. Adjust initial temperature[**and humidity**] set points.

B. Set field-adjustable switches and circuit-breaker trip ranges as indicated.

C. Occupancy Adjustments: When requested within **12** months of date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions. Provide up to **two** visits to Project during other-than-normal occupancy hours for this purpose.

3.6 DEMONSTRATION

A. **Engage a factory-authorized service representative to train** GSA's maintenance personnel to adjust, operate, and maintain computer-room air conditioners.

END OF SECTION 238123

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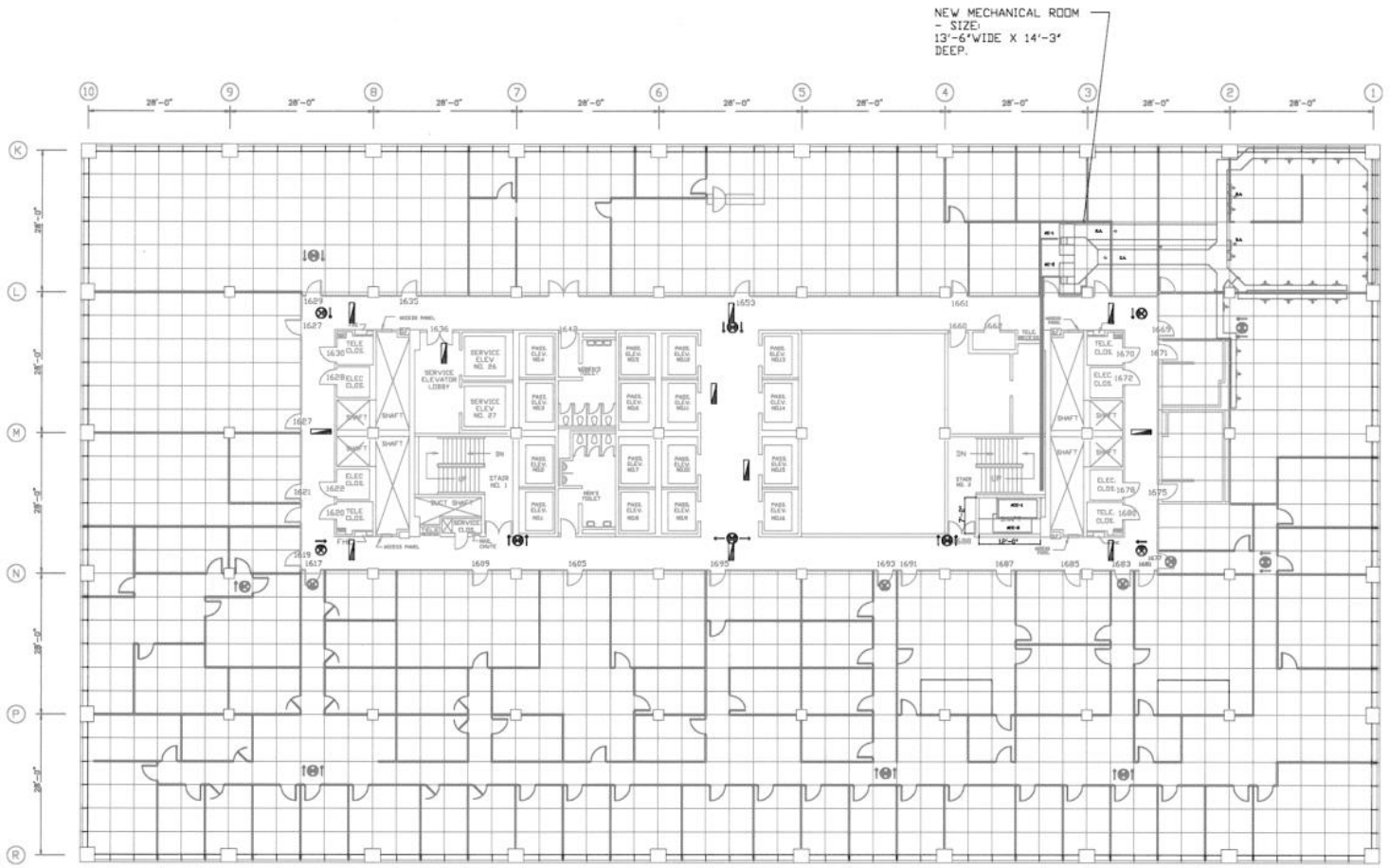
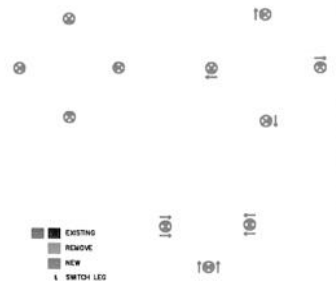


EMERGENCY LIGHT
JUNCTION BOX
JUNCTION BOX, EXIT LIGHT
JUNCTION BOX, NIGHT LIGHT
NIGHT LIGHT
EXIT SIGN, SINGLE FACE
EXIT SIGN, SINGLE FACE WITH DIRECTIONAL ARROWS AS INDICATED
EXIT SIGN, DOUBLE FACE WITH DIRECTIONAL ARROWS AS INDICATED



REQUEST FOR QUOTATION

16TH FLOOR

SCALE: 1/8" = 1'-0"

GENERAL SERVICES ADMINISTRATION
CLEVELAND FIELD OFFICE 5PM-2C

PROJECT	-
LOCATION	ANTHONY J. CELEBREZZE FED. BLDG.
STREET	1240 EAST NINTH ST., CLEVELAND, OHIO
PROJ. NO.	# / BLDG. NO. OH 0192 ZZ
DRAWN BY	~~TH~~ BGN 03/27/00 / CHECKED BY -
DRAWING TITLE	16TH FLOOR DFAS PHONE ROOM - AC UPGRADE
DRAWING NUMBER	16

52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS. (MAR 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) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(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.

Addendum to 52.212-4

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 via the FAR from the Internet at www.gsa.gov/far.

ADDITIONAL CLAUSES INCORPORATED BY REFERENCE

52.204-4 Printed or Copied Double-Sided on Recycled Paper (Aug 2000)
52.204-7 Central Contractor Registration (July 2006)
52.204-9 Personal Identity Verification of Contractor Personnel (Sept 2007)
52.217-8 Option to Extend Services (Nov 1999)
52.217-9 Option to Extend the Term of the Contract (Mar 2000)
52.228-5 Insurance-Work on a Government Installation (Jan 1997)
52.237-2 Protection of Government Buildings, Equipment, and Vegetation (April 1984)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (Nov 2007)

(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.*]

X (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]

X (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.

X (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 (Nov 2007) (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 (Oct 1999) (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).

X (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).

X (16) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

__ (17) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Aug 2007) (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).

__ (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 Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

__ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

__ (26) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).

(27)(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.

__ (28) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (29) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (30) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (31) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

__ (32) 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)).

__ (33) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (34) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

__ (35) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

X (36) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

__ (37) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (38)(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.*]

X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

X (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.*).

X (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.

52.212-1 Instructions to Offerors—Commercial Items (Nov 2007)

(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(l) 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—

GSA Federal Supply Service Specifications Section
Suite 8100
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 parent 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://www.dnb.com. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(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.

FAR 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: technical acceptability and price. Technical acceptability is a requirement before price is evaluated.

(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.

52.212-3 Offeror Representations and Certifications—Commercial Items (Nov 2007)

An offeror shall complete only paragraph (l) 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 (b) through (k) 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.

"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

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

(b) *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 (b)(3) through (b)(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).*

- o TIN: _____.
- o TIN has been applied for.
- o TIN is not required because:
- o 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;
- o Offeror is an agency or instrumentality of a foreign government;
- o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o 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 _____.

(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 Debarment, Suspension or Ineligibility for Award (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) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) o Have, o 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, or receiving stolen property; and

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(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) o 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) o 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)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (l)(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 (b) through (k) 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.]

FAR 52.204-8 Annual Representations and Certifications. (Jan 2006)

a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561110.

(2) The small business size standard is **$6.5 Million**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[ ] (i) Paragraph (c) applies.

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

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	____	_____

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