

bidder, the lowest total price for the base bid item plus the largest number of additive bid items that can be awarded are equal, then the low bidder for purposes of award shall be the one submitting the lowest price for the base bid item.

(c) After the low bidder has been determined, the Contracting Officer shall be free to award the contract for the base bid item and any quantity of the additive bid items, but only in the numerical order of priority listed in the schedule, and provided that the total price is within the amount of funds available on the date of award and that the award does not exceed the price offered by any other conforming responsive bidder for the same bid items.

(d) The Contracting Officer may reject a bid as nonresponsive if it is materially unbalanced as to prices for any of the different bid items. A bid is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(End of provision)

Alternate I (Jan 1990)

If the additives may be awarded with the base bid item in any combination, substitute the following text in place of the basic text:

(a) The low bidder for purposes of award shall be the conforming responsive bidder offering the lowest total price for the base bid item plus, in the numerical order of priority listed in the schedule, the largest number of additive bid items that can be awarded within the funds determined by the Contracting Officer to be available on the date of bid opening.

(b) If, for all bidders, inclusion of the next additive bid item in the listed order of priority would make the award exceed such available funds, it shall be omitted and the next subsequent additive bid item or items shall be included if the prices on one or more bids allow award thereon within the funds available. For example, when the amount of available funds is \$100,000, and a bidder's base bid and bid for successive additives are \$85,000, \$10,000, \$8,000, \$6,000, and \$4,000, respectively, the total amount of this bid item for purposes of award would be \$99,000 for the base bid plus the first (\$10,000) and fourth (\$4,000) additives. All bids shall be evaluated and the low bidder determined on the basis of the same additive bid items, as above provided. If, for more than one bidder, the lowest total price for the base bid item plus the largest number of additive bid items that can be awarded are equal, then the low bidder for purposes of award shall be the one submitting the lowest price for the base bid item.

(c) After the low bidder has been determined, the Contracting Officer shall be free to award the contract for the base bid item

and any quantity and combination of the additive bid items regardless of their numerical order of priority listed in the schedule, provided that the total price is within the amount of funds available on the date of award and that the award does not exceed the price offered by any other conforming responsive bidder for the same bid items.

(d) The Contracting Officer may reject a bid as nonresponsive if it is materially unbalanced as to prices for any of the different bid items. A bid is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

3552.236-72 Cost Limitation.

As prescribed in 3536.371(a)(9), insert the following provision:

COST LIMITATION (JAN 1990)

A bid which does not contain separate bid prices for the items identified as subject to a cost limitation may be considered nonresponsive. By signing its bid, the bidder certifies that each price bid on items subject to a cost limitation includes an appropriate apportionment of all applicable estimated costs, direct and indirect, as well as overhead and profit. Bids may be rejected which (1) have been materially unbalanced for the purpose of bringing affected items within cost limitations, or (2) exceed the cost limitations unless such limitations have been waived by the Commission's Procurement Executive prior to award.

(End of provision)

3552.236-73 Scope of Work.

As prescribed in 3536.570(k), insert the following clause:

SCOPE OF WORK (JAN 1990)

The Contractor shall furnish all plant, materials, equipment, supplies, labor and transportation, including, fuel, power, water (except any materials, equipment, utility or service, if any, specified herein to be furnished by the Commission), as required to accomplish all work under the contract, in strict accordance with the specifications, schedules, and drawings, all of which are made a part hereof, and including such detail drawings as may be furnished by the Contracting Officer from time to time during the prosecution of the work in explanation of said drawings.

(End of clause)

3552.236-74 Work Sites, Yards, Shops, and Offices.

As prescribed in 3536.570(l), insert the following clause:

Panama Canal Commission

3552.236-76

WORK SITES, YARDS, SHOWS, AND OFFICES (JAN 1990)

(a) The term "work site" will embrace all areas wherein operations are conducted by the Contractor in connection with the contract, including Commission work areas, plant, shops, yards, offices, camps and other facilities. The Contractor may be permitted to use areas within the Canal Operating Area for storage-of-work purposes on a temporary basis.

(b) Prior to commencement of work, the Contractor shall, upon request, submit for the approval of the Contracting Officer, prints in quadruplicate, showing the locations of its major plant, offices, buildings, shops, storage yards, and other construction appurtenances which it proposes to construct. The Contractor shall remove any structure which it may construct in Canal Operating Areas, and restore the work site to its original condition after completion of the work.

(c) If, at any time during the progress of the work, areas which have been allocated to the Contractor are not being used by the Contractor or are not essential to the future execution of the work, as determined by the Contracting Officer, the Contractor shall, when so directed, promptly clean up and vacate such areas at no expense to the Commission. The Contractor shall keep the buildings and grounds in use by the contractor at the work site in an orderly and sanitary condition, subject to the approval of the Contracting Officer.

(d) Only equipment and materials required or used in connection with the work under the contract may be stored in Canal Operating Areas. Upon completion of the contract, and before final payment is made, the Contractor shall remove all equipment and materials from such areas.

(End of clause)

3552.236-75 Work Time Limitations.

As prescribed in 3536.570(m), insert the following clause:

WORK TIME LIMITATIONS (JAN 1990)

No work shall be done on Sundays or on days treated as a holiday for employees of United States Government agencies in the Republic of Panama, unless authorized or directed by the Contracting Officer. Requests by the Contractor to work on such days must be made in writing at least three days in advance.

(End of clause)

3552.236-76 Accident Prevention.

As prescribed in 3536.570(n), insert the following clause:

ACCIDENT PREVENTION (JAN 1990)

(a) In performing this contract, the Contractor shall provide for protecting the lives and health of employees and other persons; preventing damage to property, materials, supplies and equipment; and avoiding work interruptions. For these purposes, the Contractor shall—

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR part 1926 and 29 CFR part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.

(b) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the Contracting Officer.

(c) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

(d) The Contractor shall call to the attention of the Contracting Officer or his representative any unsafe condition which is not within the power of the Contractor to correct but which could be corrected by others.

(e) The Contractor shall, when performing work of an electrical nature, or when working in close proximity to electrical equipment or circuits, observe the following:

(1) Be responsible for determining that the facility on which his men are to work is de-energized, isolated, and identified with accepted tag out/lock out procedures. The Commission will de-energize or isolate the cable, conductor, bus, circuit breaker, or line on which the Contractor desires to work. The Commission will also re-energize the cable, conductor, bus, circuit breaker, or line upon which the Contractor has completed work and which he certifies is ready for service.

(2) When performing work, such as painting, roofing or modifying buildings, in close