

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. N40080-16-R-0160	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 02-Aug-2016	PAGE OF PAGES 1 OF 92
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**IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.**

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. ACQR4384161	6. PROJECT NO.
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7. ISSUED BY NAVAL FACILITIES ENG COMMAND WASHINGTON 1314 HARWOOD ST. WASHINGTON DC 20374	CODE N40080	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE
TEL:	FAX:	See Item 7
TEL:	FAX:	TEL:
TEL:	FAX:	FAX:

9. FOR INFORMATION CALL:	A. NAME CYNTHIA Y. CROWDER	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 202-685-3157
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**SOLICITATION**

**NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".**

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

SOLICITATION: N40080-16-R-0160-REGIONAL INDEFINITE DELIVERY QUANTITY (IDQ) PAVING, VARIOUS LOCATIONS, NAVFAC WASHINGTON, DC, MD & VA

TYPE OF CONTRACT: Firm Fixed Price Indefinite Delivery/Indefinite Quantity Contract (IDIQ) with a base year and four (4) one (1) year options. Maximum value of \$50M, whichever occurs first.

100% SET-ASIDE: This procurement is being set-aside for Service Disabled Veteran-Owned Small Business (SDVOSB).

NAICS CODE: The NAICS Code assigned to this procurement is 237310 - Highway, Street and Bridge Construction.

SOURCE SELECTION PROCESS: Lowest Price Technically Acceptable (LPTA).

11. The Contractor shall begin performance within 15 calendar days and complete it within 365 calendar days after receiving  award,  notice to proceed. This performance period is  mandatory,  negotiable. *(See \_\_\_\_\_.)*

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 15
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 3 copies to perform the work required are due at the place specified in Item 8 by \_\_\_\_\_ *(hour)* local time \_\_\_\_\_ *(date)*. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee  is,  is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.



## Section 00010 - Solicitation Contract Form

SUPPLIES OR SERVICES AND PRICE

## SECTION B: SUPPLIES OR SERVICES AND PRICES

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SECTION B. SUPPLIES OR SERVICES AND PRICES

- B.1**           **CONTRACT TITLE:** Indefinite Delivery/Indefinite Quantity (IDIQ) Regional Paving, Various Locations, Naval Facilities Engineering Command (NAVFAC) Washington, Washington, DC, MD & VA
- B.2**           **TYPE OF CONTRACT:** Firm Fixed Price Indefinite Delivery/Indefinite Quantity Contract
- B.3**           **NAICS CODE:** The NAICS Code assigned to this procurement is 237210 with small business size standard \$36,500,000. Refer to On-Line Representations and Certifications Applications (ORCA) via <https://www.sam.gov/portal/public/SAM> (FAR 52.219-1 Small Business Program Representation (May 2004)).
- B.4**           **POINT OF CONTACT (POC):** The POC for administrative or contractual questions is Cynthia Crowder at email: [Cyndi.crowder@navy.mil](mailto:Cyndi.crowder@navy.mil) All questions must be submitted in writing to the above POC.
- B.5**           **GENERAL INTENTION:** It is the intention of this solicitation to obtain a Regional Indefinite Delivery/Indefinite Quantity (IDIQ) Contract to provide new paving, paving repair, and/or replacement of various types of paving such as roadways, airfields, sidewalks, curbs, gutters, etc. Other incidental types of work, including but not limited to, demolition, site preparations, and site drainage are also included in the scope of work. Paving and associated work may be ordered for industrial, commercial, and residential locations

indicated with each task order. The work requires the repair and alteration to real property via paving of various areas with the Naval Facilities Engineering Command (NAVFAC) Washington, Area of Responsibility (AOR) in accordance with fixed price individual task orders issued under the basic contract. The NAVFAC Washington AOR Naval Facilities in Maryland, Northern Virginia and the Washington, DC area. Provide Services described herein to any DOD or other Federal agency located in the Continental United States (CONUS). The contract term for this single award construction contract will be for a base period of one (1) year and four (4) one year renewable options resulting in the contract performance period of a maximum of 5 years. The total contract price for the base year and four (4) option years combined is \$50,000,000. Worksites will administer the work they order. Delivery or performance periods shall be specified in individual delivery/task orders issued hereunder.

**B.6 SERVICES AND PRICES:** The Contractor shall perform any or all functions specified in this Contract in accordance with the scope of work provided within individual task orders issued. Pricing on the individual task orders shall be based on the current edition of the R.S. MEANS Cost Data books – see Section C for more pricing information.

For the purposes of awarding the IDIQ contract, Offerors shall submit a price proposal for each Exhibit Line Item Number (ELIN) 0001-0256 on the attached excel price schedule provided.

<u>ELIN</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
0001	IDIQ PAVING BASE YEAR	\$ _____
0002	IDIQ PAVING – OPTION YEAR 1	\$ _____
0003	IDIQ PAVING – OPTION YEAR 2	\$ _____
0004	IDIQ PAVING – OPTION YEAR 3	\$ _____
0005	IDIQ PAVING – OPTION YEAR 4	\$ _____

**B.7 OFFERS:** Any changes in the applicable minimum hourly rates of wages during the entire term of the contract including any option years shall not affect the unit price to be paid by the Government for work performed under the contract. See Section J for Davis Bacon Wages ([www.dol.gov](http://www.dol.gov)) applicable to the first twelve (12) months of this contract.

**B.8 REQUEST FOR INFORMATION (RFI)/CLARIFICATION QUESTIONS:** Solicitation and RFP files are posted to the Navy Electronic Online Commerce (NECO) <https://www.neco.navy.mil>. By necessity, these files are protected to prevent authorized editing.

It is the sole responsibility of the offeror to obtain the RFP files, along with any amendments, from this website.

Unprotected editable file copies of the RFP documents including, Word, Excel and/or PDF files (Adobe Acrobat files) will not be provided. Please plan accordingly.

Inquiries during the proposal preparation period shall be submitted via email to Cynthia Crowder at [Cyndi.crowder@navy.mil](mailto:Cyndi.crowder@navy.mil) at least ten (10) days before proposals are due.

RFI Cut Off date Friday 26 August 2016 by 2:00pm

All inquiries must be submitted in writing using the Request for Information (RFI) form (Section L – Attachment I) to the above point of contact and submitted through the Prime Contractor only. Subcontractors with questions must submit them through the Prime Contractor.

**B.9 MINIMUM/MAXIMUM CONTRACT VALUE:** The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated by one or more delivery/task orders, will not be less than \$25,000.00. The estimated maximum dollar value of the contract is \$50,000,000.00. If the Government’s requirements for services set forth in the solicitation do not result in delivery orders in the amount described as “estimated maximum”, this shall not constitute the basis for equitable price adjustment under this contract.

**B.10 MINIMUM/MAXIMUM TASK ORDER VALUE:** The minimum quantity and order value for each delivery/task order issued shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for each delivery/task order issued shall not exceed the maximum quantity and order value stated in the following table:

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
	\$2,000.00		\$750,000.00

**B.11 SET ASIDE:** This procurement is being set-aside for Service Disabled Veteran Owned Small (SDVOSB).

**52.219-27 – Notice of Service-Disabled Veteran-Owned Small Business Set-Aside.**

As prescribed in 19.1407, insert the following clause:

**Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011)**

(a) *Definition.* “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).

(b) *Applicability.* This clause applies only to--

(1) Contracts that have been set aside or reserved for service-disabled veteran-owned small business concerns;

(2) Part or parts of a multiple-award contract that have been set aside for service-disabled veteran-owned small business concerns; and

(3) Orders set aside for service-disabled veteran-owned small business concerns under multiple-award contracts as described in [8.405-5](#) and [16.505\(b\)\(2\)\(i\)\(F\)](#).

(c) *General.* (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.

(d) *Agreement.* A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for--

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns.

(e) A joint venture may be considered a service-disabled veteran owned small business concern if--

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b)

(f) Any service-disabled veteran-owned small business concern (nonmanufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

SECTION C – DESCRIPTION AND SPECIFICATIONS

Refer to Attachment J-02 Section C SPEC.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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Section 00100 - Bidding Schedule/Instructions to Bidders

SECTION D  
SECTION D

SECTION D: PACKAGING AND DELIVERY

**D.1**      **PACKAGES AND DELIVERY:** Any reports of other products to be furnished shall be adequately packaged, marked and packed to ensure safe delivery at destination. All products must be clearly marked to identify the contents, the sender, and the individual office to which being sent. All reports, submittals, construction schedules, etc. shall be submitted to accordance with this contract and any direction given in each individual task order.

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SECTION E – INSPECTION/ACCEPTANCE

SECTION E – INSPECTION AND ACCEPTANCE  
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SECTION E – INSPECTION AND ACCEPTANCE

- E.1 ACCEPTANCE:** The performance and quality of work delivered by the contractor, including services rendered and any documentation or written material compiled shall be subject to inspection, review, and acceptance by the Government.
- E.2 PERFORMANCE EVALUATION MEETINGS:** Evaluation meetings may be held for both the overall contract and the individual ordering offices. Meetings regarding the performance of the Contractor at all ordering offices will be held at the Washington Navy Yard as required by the Procuring Contracting Officer.

The Contractor shall also meet with the Government’s representative at each ordering office weekly during the first month of the contract. Thereafter, meetings will be as often as necessary at the discretion of the Contracting Officer. A mutual effort will be made to resolve all problems identified. The written minutes of these meetings, prepared by the Government, shall be signed by the Contractor’s representative and the Government’s representative. Should the Contractor not concur with the minutes, the Contractor shall state, in writing, to the Contracting Officer any areas of disagreement within five calendar days.

In addition, the Government will periodically assess, in writing, the Contractor’s overall performance to date on this contract. The Government may evaluate the Contractor more frequently if it becomes necessary. The Contractor will have 30 calendar days to submit written comments on each evaluation performed.

- E.3 NOTICE OF COMPLETION OF DELIVERY ORDERS:** Final acceptance of the work performed on the individual Task Orders shall follow the procedures identified in Section J, Specification Section 01 45 00.00 10 “Quality Control”.

A final Contractor Performance Evaluation for each delivery order will be done at the time of final payment. The purpose of the performance evaluations is to help the Contractor and the Government assess customer satisfaction of the work completed. A copy will be provided to the contractor. There will also be a Contractor Performance Evaluation completed at the end of the first year of the Contract and at the end of any option. This evaluation will encompass all work performed during the year.

SECTION F

## SECTION F: DELIVERIES OR PERFORMANCE

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F.6	UNILATERAL AUTHORIZATION TO ISSUE A DELIVERY ORDER OR MODIFICATION
F.7	SUSPENSION OF WORK ORDER

SECTION F: DELIVERIES OR PERFORMANCE**F.1    LOCATION**

The work performed under this contract will be located at various Naval and DOD Activities within Maryland, Virginia, and the District of Columbia. Activities at which work is located include host commands and all tenants therein. The exact locations of work will be indicated by the Contracting Officer on individual task orders. The Department of Labor Wage Determination contained in Section J will apply to the base year of the contract. New Wage Determinations will be incorporated upon exercising each subsequent option.

**F.2    TERM OF CONTRACT**

The contract base period shall be for a twelve (12) month period. This period includes thirty (30) calendar days after award in which the Contractor will mobilize, in accordance with Section G, Paragraph G. 9, COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK.

The Government has the option to extend the term of the contract in accordance with FAR Clause 52.217-9, "OPTION TO EXTEND THE TERM OF THE CONTRACT", for a total additional period of forty-eight (48) months, to be exercised at the discretion of the Government. The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty (60) months or the contract maximum dollar amount indicated in section B.6, whichever comes first.

**F.3    WORK SCHEDULE**

The Contractor shall arrange his work so as not to interfere with the normal occurrence of Government business.

All work schedules shall be submitted to and approved by the Contracting Officer. The Contractor shall not change approved work schedules without the prior consent of the Contracting Officer. Whenever nonessential services have been scheduled on the date a holiday occurs, such services shall be performed on the following working day. Deviation from the work schedules is permissible only when approved by the Contracting Officer. For all unscheduled work the contractor shall obtain Contracting Officer approval.

**F.4 WORK OUTSIDE REGULAR WORKING HOURS**

Except as may otherwise be specified, all work shall be performed during regular working hours. No work shall be scheduled and/or planned to be done on Saturdays, Sundays or Federal holidays, unless otherwise specified herein or directed by the Contracting Officer and/or his designated representative. Whenever periodic services have been scheduled on a date a Federal holiday occurs, then such services may be performed on the next normal working day. If the Contractor desires to work Saturday, Sunday, holidays or outside the station's regular working hours, he must submit an application to the Contracting Officer, in writing, at least seventy-two (72) hours in advance. In no event shall the Contractor work outside of regular working hours without prior approval.

**F.5 AVAILABILITY OF CONSTRUCTION SITE**

F.5.1 The Government reserves the right to delay the start of construction due to site availability, if required, up to twenty-one calendar days from the start of each delivery order with no increase in the contract cost to the Government. When the start of construction is delayed due to the availability of the site, the delivery order completion date will be extended one calendar day for each day of delay beginning with the day the Contractor was actually ready to start on site work.

F.5.2 The Government reserves the right to periodically deny availability of the site during construction for the number of days listed in the table below for no additional cost to the Government. The completion date will be extended one calendar day for each day site access is denied\*.

<u>Original Task Order Duration</u>	<u>Site Access Denial at No Cost</u>
Up to 60 days	2 working days
61 to 120 days	3 working days
Over 120 days	5 working days

\*Base closures due to extreme weather, Terrorist Threat Conditions, or other sovereign acts of the Government are NOT considered site access denials as applicable to F.5.2.

**F.6 UNILATERAL AUTHORIZATION TO ISSUE A DELIVERY ORDER/MODIFICATION**

If the Contractor and the Government fail to agree in whole or in part on the direct costs of pre-priced work or on the level of effort, the Contracting Officer may determine, on the basis of the information available, the unit prices and/or level of effort to which the Contractor is entitled, and a unilateral delivery order and/or modification will be issued directing the Contractor to proceed with work, in accordance with the Changes Clause as referenced in Section I. (See Section I Table of Contents). However, a contractor may not be required unilaterally to perform work outside the scope of the contract. It is most desirable to obtain agreement on all possible items of the work at the earliest possible date.

**F.7 SUSPENSION OF WORK**

- a. The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt any or all of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.
- b. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted by:

- (1) an act of the Contracting Officer in the administration of this contract; or by:
  - (2) the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract, (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.
- c. A claim under this clause shall not be allowed:
- (1) for any cost incurred more than 20 days before the contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and
  - (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

SECTION G

## SECTION G: CONTRACT ADMINISTRATION DATA

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SECTION G: CONTRACT ADMINISTRATION DATA**G.1 ADMINISTRATIVE CONTRACTING OFFICER (ACO)**

Administration of the Task Orders under this contract will be performed by the Facilities Engineering and Acquisition Division (FEAD) of the individual Public Works Departments (PWD) as listed on the individual delivery orders: Ordering Officers under this contract are authorized by the Procuring Contracting Officer (PCO) by appointment letter to execute Task Orders within their warrant authority.

**G.2 PAYMENT OFFICE ADDRESS**

Specified on each individual task order.

**G.3 IDENTIFICATION OF CORRESPONDENCE**

All correspondence and data submitted by the Contractor shall reference the appropriate contract number and the number and title of the delivery order.

**G.4 RETENTION, WITHHOLDING OF FUNDS, AND DISALLOWANCES**

- a. If the Contractor fails to maintain the record drawings as required in Section C, the Contracting Officer will consider that satisfactory progress has not been achieved for the period in question, thereby requiring the retention of 10% of any payments to be made until such drawings are made current. Additionally, the estimated cost of maintaining the record drawings will be retained from any such payments until satisfactory progress is maintained.
- b. The Contracting Officer may withhold payment from the Contractor in accordance with 52.222-7 WITHHOLDING OF FUNDS (FEB 1988), as referenced in Section I regarding alleged violations of the Davis-Bacon or Service Contract prevailing wage requirements.
- c. The Contracting Officer may disallow payment for invoiced items of work if Government review reveals the work was not performed, and/or a required applicable submittal has not been approved.

**G.5 CONSTRUCTION SCHEDULES**

Provide construction schedules for all Task Orders as required by specification section 01 32 16.00 20 "Construction Progress Documentation".

**G.6 CONTRACTOR DAILY REPORT**

No daily report will be required for days when no work is scheduled. However, if the work is scheduled and cannot be performed due to weather or other delays a daily report specifying the reason for delays will be required to substantiate the delay. As daily reports are to be completed by the Contractor in the field, late reports cast doubt on the accuracy of the report. No payment for work will be made under a delivery order unless daily reports are current.

**G.7 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK**

The Contractor shall be required to commence work required by a delivery order at the time specified on the delivery order, prosecute the work, and complete the entire work not later than the completion time specified on the delivery order. The time stated for completion shall include final cleanup of the premises, and final acceptance.

**G.8 SUPERINTENDENCE**

- a. Unless specified otherwise in the individual Task Orders, the Contractor shall provide supervision in accordance with FAR Clause 52.236-6, "SUPERINTENDENCE BY THE CONTRACTOR (Apr 1984)" as follows:
  - (1) When any combination of Task Orders, at any one geographic installation Ordering Office exceeds \$100,000, a minimum of one full-time superintendent is required at that installation/Ordering Office. The superintendent shall be at the installation/Ordering Office at all times when work is being performed.
  - (2) When any individual Task Order exceeds \$100,000, a full-time superintendent is required to be at the job site of that Task Order at all times when work is being performed.
- b. The superintendent shall be able to converse in and understand the English language. If any Task Order involves non-English speaking workers, the Contractor shall provide the ability to translate instructions to the entire work force.

- c. The Contractor shall provide to the Contracting Officer for approval the names and qualifications of the proposed responsible superintendent(s) authorized to act for the Contractor.
- d. The superintendent(s) shall be authorized by the Contractor to maintain sufficient civilian personnel to accomplish all phases of the work in a satisfactory and acceptable manner and to discharge for cause unsatisfactory employees.
- e. It shall be the responsibility of the Contractor to provide a responsible official of the company to represent him in all matters pertaining to work under this contract. He shall be available, in person, by telephone, to respond to any and all problems to the Contracting Officer at all times when work is being performed.
- f. The cost of superintendence is included in the contractor's coefficient and will not be compensated separately.

#### **G.9 PROPOSED MATERIAL SUBMITTALS, CATALOG DATA, AND SAMPLES**

- a. Proposed material submittals required of the Contractor shall be made allowing sufficient time for processing, reviews, approval, and procurement before the Contractor is ready to use the material. Refer to specification section 01 33 00 SUBMITTAL PROCEDURES for details. Material installed prior to written submittal approval will be at risk of removal and replacement at the Contractor's expense. Submittals for long lead time manufacturers' items shall be submitted with the Contractor's proposal at the Government's request.
- b. The Contractor shall certify on all submittals that the material being proposed conforms to contract requirements and can be installed in the space provided.
- c. Deviations from Task Order requirements are discouraged. In the event the Contractor determines that a deviation is necessary, the Contractor shall state under separate cover letter specifically what portion varies, why deviation is necessary, and include a complete breakdown of the difference in cost, either additive or deductive, in compliance with the terms of this contract.
  - (1) Request for deviations and/or variations shall NOT be included on submittals. If a deviation of material is approved by the Contracting Officer, the material can be submitted in the normal manner with a copy of the letter or approval attached. Incomplete submittals and submittals with inadequate data will be rejected.
  - (2) Warrants for deviations: If the Contractor determines a deviation is necessary, the Contractor shall warrant that: The entire contract has been reviewed in order to establish that the deviation, when incorporated, will be compatible with all other elements of construction and that the Contractor shall take any action and bear any additional expense which may arise by reason of incorporating the proposed deviation, including, but not limited to, change in this or other elements of construction resulting from the incompatibility of the proposed deviation with any other element of construction.
- d. When required, catalog data shall be on printed pages on permanent copies of the manufacturer's catalogs.
- e. Samples in the quantity specified shall be marked to show the name of the material, the name of the supplier, the contract number, delivery order number, the segment of work where the material represented by the sample is to be used, and the name of the Contractor submitting the sample.
- f. Technical Publications: The Contractor shall furnish four copies of installation, operation and maintenance manuals for all mechanical and electrical equipment as well as for the other systems or

products when such manuals are required by the equipment being installed.

**G.10 COMMUNICATION WITH THE GOVERNMENT**

All documentation between the Contractor and the Government, including the proposals and award documents, shall be accomplished electronically utilizing internet E-mail to the greatest extent possible. The Contractor shall make provisions for the printing of electronic drawings to paper copy as needed for their own use. Web-based construction management systems, such as NAVFAC's WebCM, may be required by Ordering Offices to process Daily Reports, RFI's and submittals on individual Task Orders.

**G.11 INSURANCE**

- a. Within fifteen (15) days after award of this contract, the Contractor shall furnish the Contracting Officer and/or his designated representative a certificate of insurance as evidence of the existence of insurance. Coverage shall be in amounts not less than specified below in accordance with **52.228-5, INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)**, as referenced in Section I. This insurance must be maintained during the entire performance period.

	<u>COVERAGE</u>	<u>PER PERSON</u>	<u>PER ACCIDENT</u>
Comprehensive			
General Liability:	\$500,000	\$1,000,000	\$100,000
Automobile Liability:	\$200,000	\$ 500,000	\$20,000

Workmen's Compensation: As required by Federal and State worker's compensation and occupational disease statutes.

Employer's Liability Coverage: \$100,000, except in states where workers' compensation may not be written by private carriers.

Other as required by state law.

- b. The Certificate of Insurance shall provide for thirty (30) days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned Insurance clause.

**G.12 5252.217-9301 OPTION TO EXTEND THE TERM OF THE CONTRACT-SERVICES (JUN 1994)**

- a. The Government may extend the term of this contract for a term of one (1) to twelve (12) months by written notice to the Contractor within the performance period specified in the Schedule; provided, the Government shall give the Contractor a preliminary written notice of its intent to extend before the contract expires. The preliminary notice does not commit the Government to an extension.
- b. If the Government exercises this option, the extended contract shall be considered to include this option provision.
- c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

**G.13 INVOICING INSTRUCTIONS**

**252.232-7003 Electronic Submission of Payment Requests and Receiving Reports.**

As prescribed in [232.7004](#)(a), use the following clause:

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING  
REPORTS (JUN 2012)

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

- (1) “Contract financing payment” and “invoice payment” have the meanings given in section 32.001 of the Federal Acquisition Regulation.
- (2) “Electronic form” means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.
- (3) “Payment request” means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.
- (4) “Receiving report” means the data required by the clause at [252.246-7000](#), Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

- (1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer’s determination with each request for payment;
- (2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);
- (3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or
- (4) When the Government wide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

#### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

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

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

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(Contracting Officer: Insert applicable document type(s). Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

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(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

<b>Routing Data Table*</b>	
<b>Field Name in WAWF</b>	<b>Data to be entered in WAWF</b>
Pay Official DoDAAC	Fill In
Issue by DoDAAC	Fill In
Admin by DoDAAC	Fill In
Inspect by DoDAAC	Fill In
Ship To Code	Fill In
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	Fill In
Service Acceptor (DoDAAC)	Fill In
Accept at Other DoDAAC	N/A
Local Processing Office (LPO) DoDAAC	Fill In
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(\*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

\_\_\_\_\_  
 (Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

\_\_\_\_\_  
 (Contracting Officer: Insert applicable information or "Not applicable.")

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

SECTION J

SECTION J – ATTACHMENTS

Attachment J-01ELINs.xls

Attachment J-02 Section C SPEC

Attachment J-03 DBA Wage Determination

ATTACHMENT J-03 CONSTRUCTION WAGE RATE REQUIREMENTS

General Decision Number: DC160001 07/22/2016 DC1

Superseded General Decision Number: DC20150001

State: District of Columbia

Construction Types: Heavy (Heavy and Sewer and Water Line) and Highway

County: District of Columbia Statewide.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	05/06/2016
3	06/03/2016
4	06/10/2016
5	06/17/2016
6	07/01/2016
7	07/08/2016
8	07/22/2016

ASBE0024-001 10/01/2015

Rates Fringes

Asbestos Worker/Heat and Frost Insulator

Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.....\$ 34.33

13.92

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ASBE0024-002 10/01/2015

Rates Fringes

HAZARDOUS MATERIAL HANDLER  
Includes preparation,

wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems.....	\$ 21.61	5.54
-----		
ASBE0024-005 10/01/2015		
	Rates	Fringes
Fire Stop Technician.....	\$ 26.81	5.98
Includes the application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the passage of fire, smoke of other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, sealing of penetrating items and blank openings.		
-----		
BOIL0193-001 01/01/2014		
	Rates	Fringes
Boilermakers:.....	\$ 38.07	22.58
-----		
BRDC0001-001 05/03/2015		
	Rates	Fringes
Bricklayer.....	\$ 30.36	9.69
-----		
BRMD0001-004 05/03/2015		
	Rates	Fringes
BRICKLAYER Refractory (Firebrick).....	\$ 36.62	9.85
-----		
CARP0177-001 01/01/2016		
	Rates	Fringes
Carpenter/Lather.....	\$ 27.56	9.18
-----		
CARP0179-001 05/01/2016		
	Rates	Fringes
PILEDRIVERMAN.....	\$ 29.19	9.45
-----		
CARP0179-004 05/01/2016		
	Rates	Fringes
DIVER TENDER.....	\$ 31.66	9.45
DIVER.....	\$ 40.34	9.45
-----		
* CARP0219-001 04/01/2016		
	Rates	Fringes
MILLWRIGHT.....	\$ 32.04	9.93

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ELEC0026-001 06/06/2016		
	Rates	Fringes
Electricians.....	\$ 43.70	16.06

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ELEC0070-001 05/04/2015		
	Rates	Fringes
Line Construction:		
Cable Splicers.....	\$ 35.35	19%+5.00
Equipment Operators.....	\$ 35.35	19%+5.00
Groundmen.....	\$ 16.44	19%+5.00
Linemen.....	\$ 35.35	19%+5.00
Truck Driver.....	\$ 18.69	19%+5.00

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ENGI0077-001 05/01/2016		
	Rates	Fringes
Power equipment operators: (HEAVY AND HIGHWAY CONSTRUCTION)		
GROUP 1.....	\$ 36.92	8.75+a
GROUP 2.....	\$ 35.12	8.75+a
GROUP 3.....	\$ 33.02	8.75+a
GROUP 4.....	\$ 29.61	8.75+a
GROUP 5.....	\$ 25.56	8.75+a
GROUP 6.....	\$ 23.47	8.75+a
GROUP 7.....	\$ 38.01	8.75+a

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

- GROUP 1: Tower Cranes and Cranes 100 ton and over.
  
- GROUP 2: 35 ton cranes & above, derricks, concrete boom pump, drill rigs (+50,000 lbs torque), mole.
  
- GROUP 3: Cranes, hoists, drill rigs (under 50,000 lbs torque), tie back machines, paving mixers, tunnel shovels, batch plants, shields, tunnel mining machines, draglines, mucking machines, graders in tunnels, pile driving engines, welder, horizontal directional drill operator, Tug boats.
  
- GROUP 4: Front end loaders, boom trucks, backhoes, excavators, gradalls, power driven wheel scoops & scrapers, blade graders, motor graders, bulldozers, trenching machines, ballast regulator, hoe ram, locomotive (standard, narrow gauge, tuggers).
  
- GROUP 5: Boilers (skelton), asphalt spreaders, bullfloat finishing machines, concrete finishing machines, concrete spreaders, concrete mixer, concrete pump, well points, hydraulic pumps, elevators, freeze uniits, tunnel motorman or dinky operator, conveyors, grout pump, fireman, ultra high pressure water jet cutting tool system operator/mechanic, horizontal directional drill locator, skid steers (fine grading), High lifts (lull type lifts).
  
- GROUP 6: Fork lifts, ditch witch, bobcat, skid steer, space

heaters, sweepers, assistant engineers, oilers, service unit equipment, roller.

GROUP 7: Master mechanic.

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

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ENGI0077-002 06/01/2016

	Rates	Fringes
Power equipment operators: (PAVING AND INCIDENTAL GRADING)		
GROUP 1.....	\$ 29.79	7.55
GROUP 2.....	\$ 26.55	7.55
GROUP 3.....	\$ 22.84	7.55
GROUP 4.....	\$ 20.55	7.55
GROUP 5.....	\$ 30.50	7.35

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Gradall operator, Crane.

GROUP 2: Boom Truck, Milling Machine, Excavator, Rubber Tire Backhoe, Asphalt Paver, Asphalt Plant Engineer, Motor Grader, Track Loader, Rubber Tire Loader, Track Dozer, Concrete Paver.

GROUP 3: Broom Truck, Asphalt Roller.

GROUP 4: Air Compressor, Grade Rollers.

GROUP 5: Mechanic.

-----  
ENGI0077-003 07/01/2015

	Rates	Fringes
Power equipment operators: (SEWER, GAS AND WATER LINE CONSTRUCTION)		
GROUP 1.....	\$ 25.60	7.35+a
GROUP 2.....	\$ 25.20	7.35+a
GROUP 3.....	\$ 24.69	7.35+a
GROUP 4.....	\$ 24.37	7.35+a
GROUP 5.....	\$ 23.55	7.35+a

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Excavators, Cranes, Gradalls.

GROUP 2: Backhoes, Front-end Loaders, Fork alift/Lull, Bulldozers, Motor Graders. Qualified Mechanics, Hydraulic Tamper and Hoe Pack, Paving Mixers, Pile Driving Engines, Batch Plant, Concrete Pumps, Low-Boy Driver, Lube Truck.

GROUP 3: Trenching Machine, Well Drilling Machines, Concrete Mixers, Motor Graders, Truck Driver.

GROUP 4. Roller, Air Compressors, Pumps, Welding Machines, Well Points, Firemen.

GROUP 5: Oiler

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

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 IRON0005-001 06/01/2016

	Rates	Fringes
Ironworkers:		
Structural, Ornamental and		
Chain Link Fence.....	\$ 30.85	19.435

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 IRON0201-001 05/01/2016

	Rates	Fringes
Ironworkers:		
Reinforcing.....	\$ 27.90	19.13

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 LABO0657-003 06/01/2015

	Rates	Fringes
Laborers: (HEAVY AND HIGHWAY		
AND SEWER & WATER LINES		
CONSTRUCTION)		
GROUP 1.....	\$ 23.67	7.31
GROUP 2.....	\$ 24.06	7.31
GROUP 3.....	\$ 24.27	7.31
GROUP 4.....	\$ 24.46	7.31
GROUP 5.....	\$ 24.98	7.31
GROUP 6.....	\$ 25.65	7.31
GROUP 7.....	\$ 26.30	7.31
GROUP 8.....	\$ 27.16	7.31

LABORERS CLASSIFICATIONS:

GROUP 1: Carloaders, choker setter, concrete crewman, crushed feeder, demolition laborers, including salvaging all material, loading, cleaning up, wrecking, dumpmen, flagmen, fence erector and installer (other than chain link), including installation and erection of fence, guard rails, medial rails, reference posts, guide posts and right-of-way markers, form strippers, general laborers, railroad track laborers, riprap man, scale man, stake jumper, structure mover, includes foundation, separation, preparation, cribbing, shoring, jacking and unloading of structures, water nozzleman, timber buckler and faller, truck loader, water boys, tool room men.

GROUP 2: Combined air and water nozzleman, cement handler, dope pot fireman (nonmechanical), form cleaning machine, mechanical railroad equipment (includes spiker, puller, tile cleaner, tamper, pipe wrapper, power driven wheelbarrows, operators of hand derricks, towmasters, scootcretes, buggymobiles and similar equipment), tamper or rammer operator, trestle scaffold builders over one tier high, power tool operator (gas, electric or pneumatic), sandblast or gunnite tailhose man, scaffold erector, (steel or wood), vibrator operator (up to 4 feet), asphalt cutter, mortar men,

shorer and logger, creosote material handler, corrosive enamel or equl, paver breaker and jackhammer operators.

GROUP 3: Multi-section pipe layer, non-metallic clay and concrete pipe layer (including caulker, collarman, jointer, rigger and jacker, thermal welder and corrugated metal culvert pipe layer.

GROUP 4: Asphalt block pneumatic cutter, asphalt roller, walker, chainsaw operator with attachment, concrete saw (walking), high scalers, jackhammer operator (using over 6 feet of steel), vibrator operator (4 feet and over), well point installer, air trac operator.

GROUP 5: Asphalt screeder, big drills, cut of the hole drills (1 1/2 " piston or larger), down the hole drills (3 1/2" piston or larger) gunnite or sandblaster nozzleman, asphalt raker, asphalt tamper, form setter, demolition torch operator, shotcrete nozzlelemen and potman.

GROUP 6: Powderman, master form setters.

GROUP 7: Brick paver (asphalt block paver, asphalt block sawman, asphalt block grinder, hastings block or similar type)

GROUP 8: Licensed powdermen.

-----  
LABO0657-004 06/01/2015

	Rates	Fringes
Laborers: (HAZARDOUS WASTE REMOVAL, EXCEPT ON MECHANICAL SYSTEMS: Preparation for, removing and encapsulation of hazardous materials from non-mechanical systems)		
Skilled Asbestos Abatement Laborers.....	\$ 20.26	7.31
Skilled Toxic and Hazardous Waste Removal Laborers.....	\$ 22.93	7.31

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LABO0657-005 06/01/2015

	Rates	Fringes
Laborers: (TUNNEL, RAISE & SHAFT (FREE AIR) FOR HEAVY AND SEWER & WATER LINES CONSTRUCTION)		
GROUP 1.....	\$ 24.54	7.31
GROUP 2.....	\$ 25.32	7.31
GROUP 3.....	\$ 27.30	7.31
GROUP 4.....	\$ 28.14	7.31
LABORERS CLASSIFICATIONS:		

GROUP 1: Brakeman, Bull Gang, Dumper, Trackmen, Concrete Man.

GROUP 2: Chuck Tender, Powdermen in Prime House, Form Setters

and Movers, Nippers, Cableman, Houseman, Groutman, Bell or Signalman, Top or Bottom Vibrator Operator.

GROUP 3: Miners, Re-Bar Underground, Concrete or Gunnite Nozzlemen, Powdermen, Timbermen and Re-Timbermen, Wood Steel Including Liner plate or Other Support, Material Motorman, Caulkers, Diamond Drill Operators, Riggers, Cement Finishers-Underground, Welders and Burners, Shield Driver, Air Trac Operator, Shotcrete Nozzlemen and Potman.

GROUP 4: Mucking Machine Operator (Air).

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LABO0657-006 06/01/2015

Rates Fringes

Laborers: (TUNNEL, RAISE AND  
SHAFT (COMPRESSED AIR) FOR  
HEAVY CONSTRUCTION ONLY

Gauge Pressure Work Period

(Pounds)	(Hours)		
1-14	7.....	\$ 32.45	7.31
14-18	6.....	\$ 38.19	7.31

FOOTNOTE: On any requirement for air pressure in excess of 18 PSI, work periods and rates should be negotiated at a pre-bid conference.

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LABO0657-007 08/01/2014

Rates Fringes

Laborers: (PAVING AND  
INCIDENTAL GRADING)

Asphalt Raker & Concrete Saw Operator.....	\$ 19.80	6.60
Asphalt Shoveler.....	\$ 19.17	6.60
Asphalt Tammer & Concrete Shoveler.....	\$ 19.44	6.60
Jack Hammer.....	\$ 19.67	6.60
Laborer.....	\$ 19.00	6.60
Sand Setter & Form Setter...	\$ 20.48	6.60

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LABO0657-008 06/01/2015

Rates Fringes

LABORERS (BRICK MASONRY WORK)

Mason Tenders.....	\$ 16.54	7.31
Scaffold Builders, Mortarmen.....	\$ 17.53	7.31

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MARB0002-003 05/01/2016

Rates Fringes

Marble & Stone Mason

Includes Pointing, Caulking and Cleaning of All Types of Masonry, Brick, Stone and Cement Structures.....	\$ 35.91	16.17
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MARB0003-001 05/01/2016		
	Rates	Fringes
Mosaic & Terrazzo Worker, Tile Layer.....	\$ 27.25	10.68
-----		
MARB0003-004 05/01/2016		
	Rates	Fringes
Marble, Tile & Terrazzo Finisher.....	\$ 22.46	9.75
-----		
PAIN0051-001 06/01/2014		
	Rates	Fringes
Painters:		
All Industrial Work.....	\$ 29.60	9.05
Bridges, Heavy Highway, Lead Abatement and Flame/Thermal Spray.....	\$ 33.23	9.05
Commercial and Mold Remediation, Painters, Wallcovers and Drywall Finishers.....	\$ 24.89	9.05
Metal Polishing and Refinishing.....	\$ 25.89	9.05
-----		
PLAS0891-001 02/01/2014		
	Rates	Fringes
Cement Masons:		
HEAVY CONSTRUCTION ONLY.....	\$ 27.15	9.61
-----		
PLAS0891-002 06/01/2014		
	Rates	Fringes
Cement Masons: (PAVING & INCIDENTAL GRADING)		
Cement Masons.....	\$ 19.50	6.91
Concrete Saw Operators.....	\$ 19.50	6.91
Form Setters.....	\$ 19.50	6.91
-----		
PLUM0005-001 08/01/2015		
	Rates	Fringes
Plumbers.....	\$ 39.67	16.60+a
a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.		
-----		
PLUM0602-005 08/01/2015		
	Rates	Fringes
Steamfitter, Refrigeration & Air Conditioning Mechanic.....	\$ 38.89	19.97+a

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

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SHEE0100-001 07/01/2016

	Rates	Fringes
Sheet Metal Worker.....	\$ 40.27	17.24+a

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

-----  
TEAM0639-001 06/01/2015

	Rates	Fringes
Truck drivers: (HEAVY & HIGHWAY CONSTRUCTION)		
Tractor trailer, Low Boy....	\$ 23.15	2.30+a
Truck Drivers.....	\$ 21.15	2.30+a

a. VACATION: Employees will receive one (1) week's paid vacation after one (1) year of service.

-----  
TEAM0639-005 06/01/2015

	Rates	Fringes
Truck drivers: (PAVING & INCIDENTAL GRADING)		
All paving projects where the grading is incidental to the paving.....	\$ 21.15	2.30

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

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

-----  
The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this

classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISION



(Skilled Laborer).....	\$ 15.77
Construction Worker II (Laborer).....	\$ 14.14
Deckhand.....	\$ 13.00
Fence Erector.....	\$ 14.41
Flagger.....	\$ 13.64
Grade Checker.....	\$ 13.42
Guardrail Erector.....	\$ 22.15
Landscape Worker.....	\$ 11.97
Pipe Layer.....	\$ 19.00
Power Tool Operator.....	\$ 15.00
Sign Erector.....	\$ 25.00
MASON (STRUCTURE).....	\$ 17.64
PAINTER.....	\$ 15.00
PLUMBER.....	\$ 25.00
POWER EQUIPMENT OPERATOR:	
Air Compressor.....	\$ 13.50
Asphalt Distributor.....	\$ 18.64
Asphalt Paver.....	\$ 19.35
Backhoe.....	\$ 20.59
Boom/Auger.....	\$ 20.29
Bulldozer (Utility).....	\$ 15.50
Bulldozer.....	\$ 20.40
Concrete Finish Machine Operator.....	\$ 18.54
Concrete Finisher Machine Screed Operator (Bridge)....	\$ 14.60
Concrete Paving Machine Operator.....	\$ 20.75
Concrete Pump Operator.....	\$ 33.00
Concrete Saw Operator.....	\$ 16.00
Crane, Derrick, Dragline (1 cm & under).....	\$ 24.53
Crane, Derrick, Dragline (over 1 cm).....	\$ 25.00
Crusher Tender.....	\$ 14.25
Drill Operator.....	\$ 15.70
Excavator (Gradall).....	\$ 19.32
Front End Loader (2 cm & under).....	\$ 19.00
Front End Loader (over 2 cm).....	\$ 20.42
Hydro Seeder.....	\$ 17.13
Log Skidder Operator.....	\$ 18.50
Mechanic.....	\$ 21.75
Mobile Mixer.....	\$ 17.00
Motor Grader (Fine Grade)...	\$ 27.25
Motor Grader (Rough Grade)..	\$ 13.58
Oiler, Greaser.....	\$ 14.00
Pavement Marking Operator...	\$ 17.00
Pavement Marking Truck Operator.....	\$ 16.72
Pavement Planing Groundman..	\$ 19.75
Pavement Planing Operator...	\$ 19.25
Pile Driver Operator.....	\$ 20.35

File Driver, Leadsman.....	\$ 21.32
Pipe Boring/Jacking Machine Operator.....	\$ 16.00
Plant Operator.....	\$ 14.88
Roller (Finish).....	\$ 17.94
Roller (Rough).....	\$ 17.06
Scraper Pan Operator.....	\$ 13.00
Shot Blast Machine Operator..	\$ 16.02
Shovel Operator (2 yds and under).....	\$ 16.00
Shovel Operator (over 2 yds).....	\$ 25.00
Slip-Form Paver.....	\$ 21.00
Slurry Seal Paver Machine Operator.....	\$ 13.75
Slurry Seal Paver Truck Operator.....	\$ 10.32
Stabilizer Operator.....	\$ 15.70
Stone-Spreader.....	\$ 13.35
Subgrade Machine Operator...\$	19.00
Tractor Operator, Crawlers..\$	12.47
Tractor Operator, Utility...\$	12.25
Trenching Machine.....	\$ 29.87
Vacuum Machine.....	\$ 18.20

TRAFFIC SIGNALIZATION:

Traffic Signal Installation.....	\$ 21.16
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TRUCK DRIVER

Fuel & Lubricant Service	
Truck Driver.....	\$ 17.73
Transit Mix Truck Driver....\$	15.00
Truck Driver (Multi-Rear Axle).....	\$ 16.69
Truck Driver (Single Rear Axle).....	\$ 17.50
Truck Driver (Tandem Rear Axle).....	\$ 16.91
Truck Driver, Heavy Duty....\$	17.29

WELDER.....	\$ 18.15
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

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A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
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Branch of Construction Wage Determinations  
 Wage and Hour Division  
 U.S. Department of Labor  
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4.) All decisions by the Administrative Review Board are final.  
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END OF GENERAL DECISION

General Decision Number: MD160018 01/08/2016 MD18

Superseded General Decision Number: MD20150018

State: Maryland

Construction Type: Highway

Counties: Calvert, Charles and St Mary's Counties in Maryland.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number            Publication Date  
    0                                    01/08/2016

SUMD2015-013 09/15/2015

	Rates	Fringes
CARPENTER.....	\$ 26.81	8.19
CEMENT MASON/CONCRETE FINISHER...	\$ 19.56	5.08
ELECTRICIAN.....	\$ 38.79	15.25
IRONWORKER, REINFORCING.....	\$ 27.05	17.31
IRONWORKER, STRUCTURAL.....	\$ 26.97	15.87
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 18.93	16.35
LABORER: Concrete Surfacers.....	\$ 27.48	5.25
LABORER: Grade Checker.....	\$ 19.11	16.35
LABORER: Jack Hammer.....	\$ 14.30	0.00
LABORER: Luteman.....	\$ 14.00	0.00
LABORER: Mason Tender -		

Cement/Concrete.....	\$ 19.11	16.35
LABORER: Pipelayer.....	\$ 17.25	3.50
LABORER: Common or General, Includes Flagger.....	\$ 16.17	4.38
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 21.07	4.99
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 16.00	0.00
OPERATOR: Broom/Sweeper.....	\$ 23.49	12.15
OPERATOR: Bulldozer.....	\$ 24.75	12.15
OPERATOR: Crane.....	\$ 30.30	15.30
OPERATOR: Gradall.....	\$ 27.45	12.15
OPERATOR: Loader.....	\$ 26.45	12.15
OPERATOR: Milling Machine.....	\$ 21.16	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 19.92	0.00
OPERATOR: Piledriver.....	\$ 26.89	8.78
OPERATOR: Roller.....	\$ 16.17	2.58
OPERATOR: Screed.....	\$ 16.00	0.00
PAINTER: Bridge.....	\$ 33.23	9.40
TRUCK DRIVER: Dump Truck.....	\$ 15.00	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 19.68	4.83
TRUCK DRIVER: TackTruck.....	\$ 22.94	7.87
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A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

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

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

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=====  
END OF GENERAL DECISION

General Decision Number: MD160015 01/08/2016 MD15

Superseded General Decision Number: MD20150015

State: Maryland

Construction Type: Highway

County: Prince George's County in Maryland.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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END OF GENERAL DECISION

SECTION L

## PART IV--REPRESENTATIONS AND INSTRUCTIONS

## SECTION L - INSTRUCTIONS TO OFFERORS

## TABLE OF CONTENTS

PARAGRAPH    DESCRIPTION

L.1	OFFERS
L.2.	PRE-PROPOSAL CONFERENCE
L.3	JOINT VENTURE OFFERORS
L.4	TEAMING AGREEMENTS
L.5	INCURRED EXPENSES
L.6	FEDERAL CONTRACTOR PROGRAM

**L.1    OFFERS**

L.1.1    Offers shall be submitted as specified in FAR Clause 52.215-1, "Instructions to Offerors". Packages containing proposals must be sealed and marked as follows:

Offer for:            SOLICITATION NUMBER N40080-16-R-0160

REGIONAL INDEFINITE DELIVERY QUANTITY (IDQ) PAVING, VARIOUS  
LOCATIONS, NAVFAC WASHINGTON,  
WASHINGTON DC, MD & VA

Proposals shall be mailed or hand-carried (**Electronic (E-mail, facsimile, etc.) submissions are not authorized**)

L.1.2    Offers that are mailed shall be addressed:

NAVFAC WASHINGTON  
ATTN: CYNTHIA CROWDER  
1314 HARWOOD ST. SE, BLDG. 212  
MAILROOM  
WASHINGTON NAVY YARD, D.C. 20374

L.1.3    All hand delivered offers shall be submitted to:

NAVFAC WASHINGTON  
ATTN: CYNTHIA CROWDER  
1314 HARWOOD ST. SE, BLDG. 212  
MAILROOM  
WASHINGTON NAVY YARD, D.C. 20374

The proposal delivery (hand-carried or mailed) must be received **PRIOR** to the proposal due date and time provided in Block 9 of the Standard Form 1442 (\*Standard Form 1442 must be signed and all amendments must be listed and acknowledged).

Proposals are due by 2:00 P.M. on Wednesday, 7 September 2016. **There should absolutely be no price included in the technical proposal package**

#### **Base Access Information**

Please be advised that Base Security protocol can change without notice. All information provided below is based on standard Security procedures. Naval Support Activity Washington reserves the right to make changes at any time.

Due to recent events at the Washington Navy Yard, access to the Washington Navy Yard is extremely limited, and will be for the foreseeable future. **All visitors must have a Department of Defense (DOD) Common Access Card (CAC) or a military ID.** Please call (202) 433-3738/3506 for updated visitor information. We thank you for your patience and understanding.

Offerors are responsible for delivery of the proposals to 1314 HARWOOD ST. SE, BLDG. 212 MAILROOM. Government escort **WILL NOT** be available.

#### **Instructions for Hand Delivery of Proposals**

The current security condition at the Washington Navy Yard requires escorts for entry to the base by individuals not possessing a U.S. Government DoD Common Access Card (CAC) identification card. Individuals without a DoDCAC will not be permitted to enter the Navy Yard. NAVFAC Washington will NOT be able to provide escorts for Navy Yard entry of hand delivered proposals. NAVFAC Washington will NOT receive hand delivered proposals at the Base Pass Office or any location other than that identified for receipt in the solicitation.

The Government considers use of a courier service, such as FedEx or UPS, as hand delivery of proposals and the responsibility for timely delivery resides with the offeror.

Offerors are notified that the entry point for proposals submitted through the U.S. Postal Service is at Joint Base Anacostia-Bolling and NOT at the Washington Navy Yard. Contractors proposals must be received by NAVFAC Washington at the Navy Yard by the due date outlines in the solicitation and delivery time from the Joint Base Anacostia-Bolling to the Navy Yard cannot be predicted nor guaranteed. Offerors should take this into consideration when determining delivery method.

- L.1.4 Offers must be signed by an authorized officer of the firm; or if signed by other than such authorized, certification of such authority to sign or negotiate for the firm must be forwarded with the offer.
- L.1.5 Offerors must complete Blocks 14 through 16 of the Standard Form 1442, and prices in Section B. Representation and Certifications must be done in accordance with the FAR Clause 52.204-8, which is in Section K of the Solicitation.
- L.1.6 **VOLUME 1: TECHNICAL PROPOSAL** - submit one (1) original and three (3) copies in 8-1/2 x 11 format, font size 10. Proposals shall be submitted in three ring binders and tabbed appropriately by major evaluation factor. In addition, submit two (2) complete copies of the technical proposal on CDs. The document should be **Adobe Acrobat files** (pdf format). No pen and ink changes are allowed. **Page limit is one hundred (100) pages total for Volume 1: Technical Proposal.** Submission over this page limit will **NOT** be evaluated.
- L.1.7 **VOLUME 2: PRICE PROPOSAL** - Submit one (1) original and two (2) copies of the price proposal. Submit on one (1) CD, a complete copy of the price proposal. Documents should be in Excel and to be submitted via email only (**ONLY THE PRICE SCHEDULE SHALL BE SUBMITTED ELECTRONICALLY**

VIA EMAIL). Please **do not** submit Adobe Acrobat files. Proposals shall be submitted in a 3 ring binder with tabs for the following:

SF 1442 (Solicitation, Offer and Award)	.....	As Required
Section K	.....	As Required
Bid Bond	.....	As Required
Section B – Services and Prices	.....	As Required
Section J, ELIN Pricing, Attachment J-01ELINs.xls.	.....	As Required

## **L.2. PRE-PROPOSAL CONFERENCE:**

A pre-proposal conference will be held on 16 August 2016, 10:00 AM EST, NAVFAC Washington 1314 Harwood Street, SE, Bldg 212 Conference Room 221, Washington Navy Yard, DC 20374, where questions will be answered relative to this RFP. Comments, constructive criticism and RFP inconsistencies are solicited as well.

All prospective offerors are urged to attend this conference. In order to make the conference as productive as possible, offerors are requested to submit all questions on the Request for Information (RFI) form (Section L – Attachment I), **one week prior to the pre-proposal conference**. RFI forms should be forwarded to Cynthia Crowder at Cyndi.crowder@navy.mil. RFI(s) may also be submitted during the pre-proposal conference.

Failure of a prospective offeror to submit any questions or to attend the conference will be construed to mean that the offeror fully understands all requirements of the solicitation. Prospective offerors are advised that the pre-proposal conference will be held solely for the purpose of explaining the concepts involved in the project and the specifications, terms, and conditions of this solicitation.

No minutes of this meeting will be issued. All prospective offerors are advised that this solicitation will remain unchanged unless it is amended in writing. However, if an amendment is issued, normal procedures relating to the acknowledgment and receipt of any such amendment as described in Contract Clause “Amendment to Solicitations” of this section shall be applicable.

## **L.3 JOINT VENTURE OFFERORS:**

If your firm is contemplating a joint venture on this procurement, advise your firm’s assigned Business Opportunity Specialist (BOS) as soon as possible. It is also recommended that the agreement be submitted as soon as practicable to ensure compliance with established regulations. Joint Venture Agreement after it has been submitted. Each agreement shall demonstrate the relationship between the firms and identify contractual relations and authorities of each firm/joint venture.

Joint Ventures shall submit the following additional documentation regarding their business entities with the price proposal:

- A. A copy of the JV, LLC or LTD agreement.
- B. A detailed statement outlining the following in terms of percentages where appropriate:
  - 1) The relationship of the team/partners/parties in terms of business ownership, capital contribution, profit distribution or loss sharing.
  - 2) The management approach in terms of who will conduct, direct supervise, and control.

- 3) The structure and decision-making responsibilities of the partners/parties in terms of who will control the manner and method of performance of work.
  - 4) Identify (by name and title) the personnel having the authority to legally bind the partners/parties (including authority to execute the contract documents and bonds).
- C. A list of partners/parties, to include company name, DUNS and CAGE numbers, address, point of contact, e-mail address, phone number and facsimile number.

#### **L.4 TEAMING ARRANGEMENTS**

Contractor teaming arrangement means an arrangement in which-

- 1) Two or more companies form a partnership or joint venture to act as a potential prime contractor; or
- 2) A potential prime contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program.

The Government will recognize the integrity and validity of contractor team arrangements; provided, the arrangements are identified and company relationships are fully disclosed in the proposal.

Offerors in a teaming arrangement shall include evidence of such arrangement in their proposal.

If an Offeror is relying on past performance or experience from teaming arrangement companies or affiliates/subsidiaries/parent companies (Offeror's names is not exactly as stated on the SF 1442), the proposal shall clearly demonstrate that teaming arrangement companies or affiliate/subsidiary/parent companies will have meaningful involvement in the performance of the contract.

#### **L.5 INCURRED EXPENSES**

The government is not responsible for any costs incurred or associated with preparation and submission of a proposal in response to this solicitation.

#### **L.6 FEDERAL CONTRACTOR PROGRAM**

In accordance with Federal Acquisition Regulation (FAR) 22.1303, any contractor or subcontractor with a contract of \$25,000 or more with the Federal Government must take affirmative action to hire and promote qualified targeted veterans which includes, special disabled veterans, veterans of the Vietnam-era, recently separated veterans, and any other veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Companies must file an annual VETS-100 report, which shows the number of targeted veterans in their work force by job category, hiring location, and number of new hires, including targeted veterans hired during the reporting period and the maximum number and minimum number of employees of such contractor during the period covered by the report. Instructions, information and follow-up assistance is provided at VETS-100 Internet site at <http://vets100.cudenver.edu/> or employers may contact the VETS-100 Processing Center at (301) 306-6752 or e-mail at <mailto:helpdesk@vets100.com>. **A contract cannot be awarded to a contractor that has not submitted a required annual form VETS-100, Federal Contractor Veterans' Employment Report (VETS-100 Report) if subject to the reporting requirements of 38 U.S.C. 4212(d) for that fiscal year.**

SECTION L – ATTACHMENT 1

PRE-PROPOSAL CONFERENCE FOR SOLICITATION NO. \_\_\_\_\_

PROJECT TITLE: \_\_\_\_\_ Date: \_\_\_\_\_

**QUESTION SHEET**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ FAX Number: \_\_\_\_\_

Name of POC: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Q#	Page #	Section	Para #	QUESTION
1.				
2.				
3.				
4.				

SECTION M

## SECTION M EVALUATION FACTORS FOR AWARD

**M.1 BASIS FOR AWARD**

1. The Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract; to negotiate with offerors in the competitive range; and to award the contract to the offeror submitting the lowest priced, technically acceptable offer.
2. The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In addition, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
3. The lowest price technically acceptable process is selected as appropriate for this acquisition, because the best value is expected to result from selection of the technically acceptable proposal with the lowest evaluated price.
4. The number of proposals to be evaluated for technical acceptability shall be limited to the **three (3)** lowest prices offerors. If no proposal are found to be technically acceptable within the first group of proposals, then the process described will be conducted again as many times as necessary, until such time as the Government identifies technical acceptable proposals.
5. An overall non-price factors rating must be at least "ACCEPTABLE" in order to be eligible for award. An "UNACCEPTABLE" rating in any factor results in the overall non-price factors proposal being rated "UNACCEPTABLE" unless corrected through discussions. An overall non-price factors rating of "UNACCEPTABLE" makes a proposal ineligible for award.

**M.2 EVALUATION FACTORS FOR AWARD**

1. The solicitation requires the evaluation of price and the following non-cost/price factors:

Factor 1– Relevant Experience

Factor 2 – Safety

Factor 3 – Past Performance

The distinction between experience and past performance is that experience pertains to the volume of work completed by a contractor that are comparable to the types of work described under the definition of recent, relevant projects, in terms of size, scope, and complexity. Past performance pertains to both the relevance of recent efforts and how well a contractor has performed on the contracts.

2. The relative order of importance of the non-cost/price evaluation factors is the technical factors 1, 2, and 3 are of equal importance to each other and, when combined are equal in importance to the past performance evaluation/performance confidence assessment factor (Factor 4). When the proposal is evaluated as a whole, the technical factors and past performance/performance confidence assessment factor combined (i.e., the non-cost/price evaluation factors) are approximately equal to price.

The importance of price will increase if the Offerors' non-cost/price proposals are considered essentially equal in terms of overall quality, or if price is so high as to significantly diminish the value of a non-cost/price proposal's superiority to the Government. Award will be made to the responsible Offeror(s) whose offer conforms to the solicitation and represents the best value to the Government, price and non-price factors considered.

Volume Technical Proposal - submit one (1) original and four (4) copies in 8-1/2 x 11 format, font size 10. Proposals shall be submitted in three ring binders and tabbed appropriately by major evaluation factor. In addition, submit two (2) complete copies of the technical proposal on CDs. The document should be **Adobe Acrobat files** (pdf format). No pen and ink changes are allowed. **Page limit is one hundred (100) pages total for Volume 1: Technical Proposal.** Submission over this page limit will **NOT** be evaluated.

Volume 2: Price Proposal - Submit one (1) original and two (2) copies of the price proposal in a three ring binder. Submit on one (1) CD, a complete copy of the price proposal. Documents should be in Microsoft Word or Excel. Please **do not** submit Adobe Acrobat files. Staples or other binding shall not be used. Elaborate brochures or documentation, detailed art work, or other embellishments are unnecessary and are not desired. The proposal shall be written to the greatest extent possible on a stand-alone basis so that its content may be evaluated with a minimum of cross-referencing to other volumes of the proposal. Cross-referencing within a proposal volume is permitted where its use would conserve space without impairing clarity. Hyperlinking of cross-references is permissible. Information required for proposal evaluation, but not provided in its designated volume or cross-referenced, is assumed omitted from the proposal.

### 3. Basis of Evaluation and Submittal Requirements for Each Factor.

#### a. PRICE

##### 1) Solicitation Submittal Requirements:

Within the Price Proposal, offerors shall provide the following:

- a) Completed Section B, Contract Line item Numbers (CLINs)
- b) Completed Section J, ELIN Pricing, Attachment J-01ELINs.xls.

#### **Unit Price Schedule:**

This contract will be awarded as one lump sum with unit prices required for specifically selected work. The contract will be based on the pre-priced line items incorporated at the time of award. **Contractors shall use the Bare Costs for the materials, labors, and equipment times mark-ups to calculate the value of items identified in the pre-priced line item description.** A schedule of the unit price work is contained in Standard Form SF 1442, "Solicitation, Offer and Award." See Contract Clauses, "FAR 52.211-18, Variation in Estimated Quantity" and "FAR 52.236-16, Quantity Surveys," "DFARS.236-7008, Contract Prices." A copy of the Bid Schedule and line item description are attached "Section J, ELIN Pricing, Attachment J-01ELINs.xls".

#### **Calculations for the Option Years:**

Contractors shall use the Multiplying Factor Column in the Bid Schedule to calculate the values of the Option Years. For example; for the first option year, the contractor shall take the base year line item values and time those values by a percentage increase or decrease to calculate the value of the first year option. For second, third and fourth option years the contractor may follow the same calculation methods outlined for the first option year or may choose to use the first option year value times percentage increase or decrease to calculate the value of the second option year and so on.

**Non-prepriced items:**

The contract will be based on the pre-priced line items incorporated at the time of award. If work is required under this contract that has not had pre-priced line items established, the contractor shall base the price on the applicable RS Means estimating guide current at the time the required request for proposal is issued. RSMeans "Building Construction Cost Data" shall be used for this purpose. Contractors shall use the Bare Costs for the Materials, labors and equipment times the agreed upon mark-ups to calculate the value of the Non-prepriced items.

## 2) Basis of Evaluation:

The Government will evaluate price based on the total price. Total price consists of the basic requirements and all option items (see Section B of the solicitation). The Government intends to evaluate all options and has included the provision FAR 52.217-5, Evaluation of Options (JUL 1990) in Section M of the solicitation. In accordance with FAR 52.217-5, evaluation of options will not obligate the Government to exercise the option(s). Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

- i. Comparison of proposed prices received in response to the RFP.
- ii. Comparison of proposed prices with the IGCE.
- iii. Comparison of proposed prices with available historical information.
- iv. Comparison of market survey results.

## b. Non-cost/price Factors:

**FACTOR 1 – RELEVANT EXPERIENCE:**(1) **Factor 1 - Relevant Experience:****(i) Solicitation Submittal Requirements:** The Offeror shall submit the following:

Each Offeror **SHALL** submit a **TOTAL OF SIX (6)** construction projects that best demonstrates your experience on relevant projects that are similar in size, scope, and complexity to the projects proposed for this IDQ Paving contract.

For purposes of this evaluation, a relevant project is defined as follows:

**Size:** A paving project ranging between \$50,000 and \$1,000,000. Projects submitted above or below this stated dollar range will not be considered relevant.

**Scope/Complexity:** Of the six (6) projects submitted, the Offeror **SHALL** demonstrate three (3) projects for each of the following categories:

- ... New paving of roadways, airfields, sidewalks, curbs, and gutters.
- ... Paving repair and/or replacement of roadways, airfields, sidewalks, curbs and gutters.

**Submitted relevant project experience shall be as a Prime Contractor.**

Projects submitted for the Offeror shall be complete or 50% completed within the past five (5) years of the date of issuance of this RFP.

A project is defined as a construction project performed under a single task order or contract. For multiple award and indefinite delivery/indefinite quantity type contracts, the contract as a whole

shall not be submitted as a project; rather Offerors shall submit the work performed under a task order as a project.

Use of the attached Construction Experience Form (**Attachment C**) is **MANDATORY and SHALL** be used to submit project information. Except as specifically requested, the Government will not consider information submitted in addition to this form. Individual blocks on this form may be expanded; however, total length for each project data sheet shall not exceed one (1) double-sided page [or two (2) single-sided pages].

For all submitted projects, the description of the project shall clearly describe the scope of work performed including unique features, square footage, and methods of construction. The relevancy of the project, in accordance with the parameters identified above shall also be provided.

If the Offeror is a Joint Venture (JV), relevant project experience should be submitted for projects completed by the Joint Venture entity. If the Joint Venture does not have shared experience, projects may be submitted for the Joint Venture members. Offerors are limited to a total of six (6) projects combined; therefore, each Joint Venture shall submit two (2) projects of new paving and paving repairs each project type described above. If the Joint Venture is a mentor/protégé, projects **SHALL** come from both entities. The protégé must demonstrate experience of at least three (3) projects described above and the experience must be that of a prime contractor. The Offeror shall submit a signed copy of the Joint Venture agreement indicating the proposed participation of each Joint Venture member. Offerors contemplating a Joint Venture shall show evidence in their proposal that the joint venture agreement has been received by the SBA prior to proposal due date if SBA's approval is required. Teaming arrangements are not considered Joint Venture agreements.

Experience of proposed subcontractors will not be considered.

If an Offeror is utilizing experience information of affiliates/subsidiaries/parent/LLC/ LTD member companies (name is not exactly as stated on the SF 1442), the proposal shall clearly demonstrate that the affiliate/subsidiary/parent firm will have meaningful involvement in the performance of the contract.

**(ii) Basis of Evaluation:**

The basis of evaluation will include the Offeror's demonstrated experience in performing relevant construction projects as defined in the solicitation submittal requirements.

In order to receive an **ACCEPTABLE** rating, **ALL REQUIRED NUMBER OF PROJECTS** submitted **MUST BE RELEVANT**.

**FACTOR 2 – Safety**

**(i) Solicitation Submittal Requirements:**

The Offeror **SHALL** submit the following information: (For a partnership or joint venture, the following submittal requirements are required for each Contractor who is part of the partnership or joint venture. EMR and DART Rates shall not be submitted for subcontractors).

**(1) Experience Modification Rate (EMR):**

For the three (3) previous complete calendar years (2013, 2014 and 2015), submit your EMR (which compares your company's annual losses in insurance claims against its policy premiums

over a two (2) year period). If you have no EMR, affirmatively state so and explain why.

(2) **OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate:**

For the three (3) previous complete calendar years (2013, 2014 and 2015), submit your OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate, as defined by the U.S. Department of Labor, Occupational Safety and Health Administration. If you cannot submit an OSHA DART Rate, affirmatively state so, and explain why.

(ii) **Basis of Evaluation:**

The Government is seeking to determine that the Offeror has consistently demonstrated a commitment to safety. The Government's sources of information for evaluating safety may include, but are not limited to, OSHA, NAVFAC's Enterprise Safety Applications Management System (ESAMS), and other related databases. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete safety information regarding these submittal requirements rests with the Offeror.

In order to receive an **ACCEPTABLE** rating, the risk level shall be no greater than 1.0 for the EMR and no greater than 2.99 for the DART.

(c) **Past Performance**

**Factor 3. Past Performance:**

(i) **Solicitation Submittal Requirements:**

If a completed Contractor Performance Assessment Reporting System (CPARS) evaluation [formerly known as Construction Contractor Appraisal Support System (CCASS)] is available, it shall be submitted with the proposal for each project included in Factor 1. If there is not a completed CPARS evaluation then submit Past Performance Questionnaires (PPQ) (Attachment D) for each project included in Factor 1. The Offeror should provide completed Past Performance Questionnaires (PPQ) in the proposal. Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation. If the Offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the Offeror should complete and submit with the proposal the first page of the PPQ, which will provide contract and client information for the respective project(s). The Government may make reasonable attempts to contact the client noted for that project(s) to obtain the PPQ information. However, Offerors should follow-up with clients/references to help ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Cynthia Crowder (202-685-3157), [cyndi.crowder@navy.mil](mailto:cyndi.crowder@navy.mil)

Offerors may provide any information on problems encountered and the corrective actions taken on projects submitted under Factor 1. Offerors may also address any adverse past performance issues. Explanations shall not exceed two (2) double-sided pages (or four (4) single-sided pages) in total.

The Government reserves the right to contact references for verification or additional information. The Government's inability to contact any of the Offeror's references or the references unwillingness to provide the information requested may affect the Government's evaluation of this factor.

Performance award or additional information submitted will not be considered.

(ii) **Basis of Evaluation:**

This evaluation focuses on how well the Offeror performed on the relevant projects submitted under Factor 1 – Experience and past performance on other projects currently documented in known sources. Emphasis will be placed on relevant projects. In addition to the above, the Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of Contractors who are part of a partnership or joint venture identified in the Offeror’s proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the Offeror.

The Government will consider the currency and relevance of the information, the source of the information, context of the data, and general trends in the Contractor’s performance. This evaluation is separate and distinct from the Contracting Officer’s responsibility determination.

**SECTION M - ATTACHMENT A**

**NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)**

**CONTRACT INFORMATION (Contractor to complete Blocks 1-4)**

**1. Contractor Information**

Firm Name:

CAGE Code:

Address:

DUNs Number:

Phone Number:

Email Address:

Point of Contact:

Contact Phone Number:

<p><b>2. Work Performed as:</b>      <input type="checkbox"/> Prime Contractor    <input type="checkbox"/> Sub Contractor    <input type="checkbox"/> Joint Venture    <input type="checkbox"/> Other (Explain)</p> <p>Percent of project work performed:                  If subcontractor, who was the prime (Name/Phone #):</p>
<p><b>3. Contract Information</b></p> <p>Contract Number:                  Delivery/Task Order Number (if applicable):                  Contract Type:    <input type="checkbox"/> Firm Fixed Price    <input type="checkbox"/> Cost Reimbursement    <input type="checkbox"/> Other (Please specify):                  Contract Title:                  Contract Location:</p> <p>Award Date (mm/dd/yy):                  Contract Completion Date (mm/dd/yy):                  Actual Completion Date (mm/dd/yy):                  Explain Differences:</p> <p>Original Contract Price (Award Amount):                  Final Contract Price (to include all modifications, if applicable):                  Explain Differences:</p>
<p><b>4. Project Description:</b></p> <p>Complexity of Work    <input type="checkbox"/> High    <input type="checkbox"/> Med    <input type="checkbox"/> Routine                  How is this project relevant to project of submission? <i>(Please provide details such as similar equipment, requirements, conditions, etc.)</i></p>
<p><b>CLIENT INFORMATION (Client to complete Blocks 5-8)</b></p>
<p><b>5. Client Information</b></p> <p>Name:                  Title:                  Phone Number:                  Email Address:</p>
<p><b>6. Describe the client's role in the project:</b></p>
<p><b>7. Date Questionnaire was completed (mm/dd/yy):</b></p>
<p><b>8. Client's Signature:</b></p>

**NOTE: NAVFAC REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO NAVFAC WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON NAVFAC SOLICITATIONS. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO NAVFAC. PLEASE CONTACT THE OFFEROR FOR NAVFAC POC INFORMATION. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.**

*ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT  
YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE*

<b>RATING</b>	<b>DEFINITION</b>	<b>NOTE</b>
<b>(E) Exceptional</b>	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
<b>(VG) Very Good</b>	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
<b>(S) Satisfactory</b>	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
<b>(M) Marginal</b>	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
<b>(U) Unsatisfactory</b>	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
<b>(N) Not Applicable</b>	No information or did not apply to your contract	Rating will be neither positive nor negative.

Contractor Information (Firm Name): \_\_\_\_\_  
 Client Information (Name): \_\_\_\_\_

**TO BE COMPLETED BY CLIENT**

**PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.**

<b>1. QUALITY:</b>						
a) Quality of technical data/report preparation efforts	E	VG	S	M	U	N
b) Ability to meet quality standards specified for technical performance	E	VG	S	M	U	N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E	VG	S	M	U	N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E	VG	S	M	U	N
<b>2. SCHEDULE/TIMELINESS OF PERFORMANCE:</b>						
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	E	VG	S	M	U	N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E	VG	S	M	U	N
<b>3. CUSTOMER SATISFACTION:</b>						
a) To what extent were the end users satisfied with the project?	E	VG	S	M	U	N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E	VG	S	M	U	N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E	VG	S	M	U	N
d) Overall customer satisfaction	E	VG	S	M	U	N
<b>4. MANAGEMENT/ PERSONNEL/LABOR</b>						
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	E	VG	S	M	U	N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E	VG	S	M	U	N
c) Government Property Control	E	VG	S	M	U	N
d) Knowledge/expertise demonstrated by contractor personnel	E	VG	S	M	U	N
e) Utilization of Small Business concerns	E	VG	S	M	U	N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E	VG	S	M	U	N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	E	VG	S	M	U	N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E	VG	S	M	U	N

Contractor Information (Firm Name): \_\_\_\_\_

Client Information (Name): \_\_\_\_\_

5. COST/FINANCIAL MANAGEMENT	
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E VG S M U N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E VG S M U N
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	Yes No
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes No
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes No
6. SAFETY/SECURITY	
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	E VG S M U N
b) Contractor complied with all security requirements for the project and personnel security requirements.	E VG S M U N
7. GENERAL	
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	E VG S M U N
b) Compliance with contractual terms/provisions ( <i>explain if specific issues</i> )	E VG S M U N
c) Would you hire or work with this firm again? ( <i>If no, please explain below</i> )	Yes No
d) In summary, provide an overall rating for the work performed by this contractor.	E VG S M U N

**Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (please attach additional pages if necessary):**

## Section 00700 - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-14	Display of Hotline Poster(s)	OCT 2015
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	JUN 2010
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2015
52.207-3	Right of First Refusal of Employment	MAY 2006
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.211-12	Liquidated Damages--Construction	SEP 2000
52.211-13	Time Extensions	SEP 2000
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-14	Limitations On Subcontracting	NOV 2011
52.219-27	Notice of Service-Disabled Veteran-Owned Small Business Set-Aside	NOV 2011
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards- Overtime Compensation	MAY 2014
52.222-6	Construction Wage Rate Requirements	MAY 2014
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	MAY 2014
52.222-9	Apprentices and Trainees	JUL 2005

52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-16	Approval of Wage Rates	MAY 2014
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-50	Combating Trafficking in Persons	MAR 2015
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	OCT 2015
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-15	Performance and Payment Bonds--Construction	OCT 2010
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	MAY 2014
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-1	Performance of Work by the Contractor	APR 1984
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-16	Quantity Surveys	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.236-27	Site Visit (Construction)	FEB 1995

52.236-28	Preparation of Proposals--Construction	OCT 1997
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-6	Subcontracts for Commercial Items	FEB 2016
52.245-1	Government Property	APR 2012
52.245-2	Government Property Installation Operation Services	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering--Construction	OCT 2015
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-10	Default (Fixed-Price Construction)	APR 1984
252.204-7007	Alternate A, Annual Representations and Certifications	JAN 2015
252.247-7023	Transportation of Supplies by Sea	APR 2014

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.204-2 SECURITY REQUIREMENTS (AUG 1996)

- (a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."
- (b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M); and (2) any revisions to that manual, notice of which has been furnished to the Contractor.
- (c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.
- (d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

##### 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (APR 2016)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is [insert NAICS code].
- (2) The small business size standard is [insert size standard].
- (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 provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) 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:

(     ) Paragraph (d) applies.

(     ) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

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

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.209-11, Representation by Corporations Regarding Elinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(viii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

- (ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (x) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xi) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xvi) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xvii) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xviii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.
- (D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xix) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xx) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxi) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxii) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); 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
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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 SAM.

(End of provision)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Indefinite Delivery Quantity/Firm Fixed contract resulting from this solicitation.

(End of provision)

#### 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from through [insert dates].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

#### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$750,000.00;

(2) Any order for a combination of items in excess of \$750,000.00; or

(3) A series of orders from the same ordering office within 14 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal

Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after [insert date].

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days..

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days. The preliminary notice does not commit the Government to an extension.

- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months..  
(End of clause)

#### 52.232-16 PROGRESS PAYMENTS (APR 2012)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

- (a) Computation of amounts. (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.
  - (2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors--
    - (i) In accordance with the terms and conditions of a subcontract or invoice; and
    - (ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.
  - (3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--
    - (i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and
    - (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).
  - (4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:
    - (i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.
    - (ii) Costs incurred by subcontractors or suppliers.
    - (iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.
    - (iv) Payments made or amounts payable to subcontractors or suppliers, except for --
      - (A) Completed work, including partial deliveries, to which the Contractor has acquired title; and
      - (B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor

(ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

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

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

(i) Failure to make progress or

(ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) of this clause, and that rate is less than the progress payment rate stated in subparagraph (a)(1) of this clause.

(d) Title.

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

upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

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

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

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

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

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

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

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

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

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

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

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

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports, forms, and access to records. (1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

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

(i) Reservations of rights.

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

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

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

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

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

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

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to--

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments--

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

- (ii) Are at least as favorable to the Government as the terms of this clause;
- (iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;
- (iv) Are in conformance with the requirements of FAR 32.504(e); and
- (v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--
  - (A) The Contractor defaults; or
  - (B) The subcontractor becomes bankrupt or insolvent.
- (4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--
  - (i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;
  - (ii) Are in conformance with the requirements of FAR 32.504(f); and
  - (iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--
    - (A) The Contractor defaults; or
    - (B) The subcontractor becomes bankrupt or insolvent.
- (5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments--
  - (i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;
  - (ii) Are in conformance with the requirements of FAR 32.504(g); and
  - (iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--
    - (A) The Contractor defaults; or
    - (B) The subcontractor becomes bankrupt or insolvent.
- (6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.
- (7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.
- (8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the

Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite--delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

#### 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from \_\_\_\_\_ . (Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.)

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

## 52.243-7 NOTIFICATION OF CHANGES (APR 1984)

## (a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within \_\_\_\_\_ calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
  - (i) What contract line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within \_\_\_\_\_ calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/>

(End of clause)

#### 252.204-0001 LINE ITEM SPECIFIC: SINGLE FUNDING. (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

(End of clause)

**5252.216-9300 Appointment of Ordering Officer(s) (OCT 1996)**

Ordering Officers under this contract are authorized by the Contracting Officer to execute delivery/task orders provided the total price for the delivery/task order does not exceed the individual Contracting Officer(s) warrant limitations. The ordering officers and their specific authority shall be stated in this contract or in an appointment letter.

(END OF CLAUSE)

**5252.216-9301 Task Order Terms and Conditions [Architect-Engineer Indefinite Quantity Contracts].**

**TASK ORDER TERMS AND CONDITIONS  
[ARCHITECT-ENGINEER INDEFINITE QUANTITY CONTRACTS]  
(OCT 1996)**

At the sole option of the Government, and in accordance with all terms and conditions set forth herein, the architect-engineer firm may be authorized to perform either partial or total design, engineering and related services on variable projects covered by this contract. Authorization for performance of these services shall be by issuance of a task order which shall be executed as follows:

(a) The Government shall have the right, at any time during the term of this contract, to request a proposal from the architect-engineer firm for furnishing specified design, engineering and related services for projects. Each request for proposal will set out the proposed scope of work, design criteria and other considerations, scope of architect-engineer services, proposed schedule of submissions, and, if applicable, the estimated construction cost amount (ECC) for the project contemplated.

(b) The Government reserves the right to make award of a task order based on the contractor's proposal. However, if the proposal is not acceptable as submitted, the parties hereto shall enter into negotiations, targeting a mutually acceptable agreement. If agreement on all terms of the task order is not achievable, the services for that specific order shall be deemed excluded from the scope of this contract and the Government shall be under no obligation to establish a task order or provide for any payments.

(c) The architect-engineer firm shall complete all services required pursuant to each resultant task order in accordance with the scope of work, design criteria and schedule of submissions set forth herein. The standard terms and conditions of this basic contract shall take precedence. (End of clause)

**5252.216-9302 Indefinite Quantity.**

**INDEFINITE QUANTITY (JUN 1994)**

This is an indefinite-quantity contract for the services specified, and effective for the period stated previously.

Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the services specified in the Schedule up to an including the "maximum" fee total designated previously.

There is no limit on the number of orders that may be issued subject only to the maximum annual value of the contract.

Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period. (End of clause)

#### 5252.216-9301 **Procedures For Issuing Orders.**

##### **PROCEDURES FOR ISSUING ORDERS (MAR 2002)**

(a) Services to be furnished under this contract shall be furnished at such times as ordered by the issuance of task orders on DD Form 1155 by the Ordering Officer designated by the Contracting Officer. All orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order. A task order will be considered "issued" for the purpose of this contract at the time the Government deposits the order in the mail or, if transmitted by other means, when physically delivered to the Contractor.

(b) Except in emergency situations, only a Contracting Officer may modify task/delivery orders. An Ordering Officer, when authorized by the designation official (Contracting Officer), may issue modifications to task/delivery orders only during an emergency. Modifications to task/delivery orders will be issued on a Standard Form (SF 30).

Task orders may be modified orally by the Ordering Officer in emergency circumstances. Oral modifications will be confirmed in writing by issuance of a SF 30 within two (2) working days from the time the oral direction is issued. (End of clause)

#### 5252.217-9300 **OPTION TO EXTEND THE TERM OF THE CONTRACT (ARCHITECT-ENGINEER INDEFINITE-QUANTITY CONTRACT) (NOV 1998)**

The term of this contract shall expire one year from the date of execution of this contract. However, all terms and conditions of this contract shall remain in full force and effect for any project added within the one-year term until completion of and payment for the services thereunder.

The Government may extend the term of this contract by written notice to the Contractor within the performance period specified in the schedule, provided that the Government will give the Contractor a preliminary written notice of its intent to extend before the contract expires. The preliminary notice does not commit the Government to an extension. The Government may exercise this option if: (1) a need for the services exists, and (2) performance in the first year has been satisfactory. If the Government exercises this option, the extended contract shall be considered to include this option provision.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed months for ordering purposes.

5252.228-9305 Notice of Bonding Requirements.

**NOTICE OF BONDING REQUIREMENTS (DEC 2000)**

(a) Within 15 days after receipt of award, the bidder/offeror to whom the award is made shall furnish the following bond(s) each with satisfactory security:

A Performance Bond (Standard Form 25). The performance bond shall be in a penal sum equal to 100% percent of the contract price.

A Payment Bond (Standard Form 25A). The payment bond shall be in a penal sum equal to 100% of the contract price.

(b) Any surety company holding a certificate of authority from the Secretary of Treasury as an acceptable Surety on Federal bonds will be accepted. Individual sureties will be permitted as prescribed in FAR 28.203 and FAC 5252.228 9300. Alternative types of security in lieu of furnishing sureties on performance and/or payment bonds will be permitted as prescribed in FAR 28.204, and will be held for at least one year after the completion of the contract. Additional bond security may be required as prescribed in FAR 52.228-2. Bonds shall be accompanied by a document authenticating the agent's authority to sign bonds for the surety company.

(c) The contract time for purposes of fixing the completion date, default, and liquidated damages shall begin to run 15 days from the date of award, regardless of when performance and payment bonds or deposits in lieu of surety are executed. (End of clause)

ALTERNATE I – As prescribed in 28.102-3-100(b), for indefinite quantity solicitations, substitute "contract price" in the basic provision with "the price payable for the contract guaranteed minimum".

ALTERNATE II – As prescribed in 28.102-3-100(c), for combination firm fixed-price/indefinite quantity solicitations where the firm fixed-price portion constitutes the guaranteed minimum, replace "contract price" in the basic provision with "the price payable for the firm fixed-price portion". Where the firm fixed-price portion and a percentage of the indefinite quantity portion will constitute the guaranteed minimum, substitute "contract price" in the basic provision with "the price payable for the firm fixed-price portion and the guaranteed minimum amount of the IQ portion".

ALTERNATE III - As prescribed in 28.102-3-100(d), for requirements solicitations, substitute "contract price" in the basic provision with "the price payable for the estimated quantity".

**5252.232-9301 Invoicing Procedures Electronic.** As prescribed in 32.7004 insert a clause substantially the same as the following:

**INVOICING PROCEDURES ELECTRONIC (FEB 2009)**

(a) In accordance with DFARS Clause 252.232-7003 titled "Electronic Submission of Payment Requests", this contract/order requires use of the DoD Wide Area Workflow (WAWF) system for the submission of invoices. This

web-based system, located at <https://wawf.eb.mil>, provides the technology for Government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices will no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business Point of Contact (EBPOC), and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) Within ten (10) days after award, the designated CCR EBPOC is responsible for activating the company's CAGE code in WAWF by calling 1-866-618-5988 for the DISA WAWF Helpdesk or emailing [cscassig@csd.disa.mil](mailto:cscassig@csd.disa.mil). Once the company's CAGE code is activated, the CCR EBPOC must self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document type, DODAAC codes with corresponding extensions, and inspection and acceptance locations when submitting invoices in WAWF:

Initial Document Creation requires the following:	
Contract Number	Fill In
Delivery Order Number	Fill In
Cage Code/Ext	Fill In
Pay DoDAAC	Fill In
Document Type	<p>Fill In (pick one of the following, deleting this statement and any information outside the quotation)</p> <p>'Invoice and Receiving Report (Combo)' for a supply contract.</p> <p>'Invoice as 2-in-1 (Services Only)' for contracts paid through DFAS Columbus OH via MOCAS entitlement system, contracts with funded CLINs.</p> <p>'Navy Construction / Facilities Management Invoice' for contracts that have funded SLINs paid using a WAWF DFAS STARS ONE-PAY entitlement system.</p>
On the WAWF "Header Tab" the following is required:	
Issue Date	Fill In
Issue By DoDAAC	Fill In
Admin By DoDAAC	Fill In
Inspect By DoDAAC/Ext	Fill In
Ship To Code/Ext or Service Acceptor or Accept By DoDAAC/Ext	Fill In
Ship From Code/Ext	"LEAVE BLANK"
LPO DoDAAC/Ext	Fill In
Once Submitted, select "Send More Email Notifications"	
Inspector Email Address	Fill In, if applicable or specify "Not Applicable"
Accountable Official Email Address	Fill In, if applicable or specify "Not Applicable"

Operations Assistant (OA) Email Address	Fill In, if applicable or specify "Not Applicable"
Activity Fund Administrator email Address	Fill In, if applicable or specify "Not Applicable"

The NAVFAC WAWF point of contact for this contract is **Fill In Your POC** and can be reached at **Fill In Email** or **Fill In Phone**.

Note: Supporting documentation must be attached. File names cannot contain spaces or special characters, except underscore "\_" which is an acceptable character. There is NO maximum to the number of files that can be attached to an invoice, however EACH file is limited to a maximum file size UNDER 2 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to "Send More Email Notifications." Select "Send More Email Notification" and add additional email addresses noted above in the first email address blocks. This additional notification to the Government is important to ensure that the specific acceptor/receiver is aware the invoice documents have been submitted into WAWF.

(f) If you have any questions regarding WAWF, please contact the DISA WAWF Helpdesk at 877-251-WAWF (9293) , [ccl-ec-navy-wawf-helpdesk@dfas.mil](mailto:ccl-ec-navy-wawf-helpdesk@dfas.mil) or the NAVFAC WAWF point of contact identified above in section (d).

(End of clause)

## Section 00800 - Special Contract Requirements

SECTION H

## SECTION H: SPECIAL CONTRACT REQUIREMENTS

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## SECTION H: SPECIAL CONTRACT REQUIREMENTS

### **H.1 DIRECTIVES**

- a. The contractor shall be knowledgeable of all applicable Department of Defense (DOD) Secretary of the Navy (SECNAV), Chief of Naval operations (OPNAV), Naval Engineering Command (NAVFAC), and all other directives and instructions as cited in Section J.
- b. The Contractor shall become acquainted with the applicable sections of the regulations and other publications set forth herein. The Contractor is only obligated to follow those coded as mandatory and only to the extent stated in this specification when a specific part of this document is referenced herein.
- c. The Contractor and all employees of the Contractor shall be acquainted with and obey all Government and Station regulations as posted, or as requested by the Contracting Officer and or a designated representative. Government and station regulations become binding on the contractor upon posting or issuance by Contracting Officer and/or a designated representative. Modifications required to incorporate supplements and changes of this contract will be issued as authorized under **52.243-4 CHANGES (AUG 1987)**, as referenced in Section I. (see Section I Table of Contents). Advisory and recommended publications may be obtained from:
  - (a.) Naval Publications and Forms Center  
5801 Tabor Avenue  
Philadelphia, PA 19120  
(Government publications only)
  - (b.) Directly from the publisher for commercial documents
  - (c.) Government furnished documents in the Public Works Center technical library may be duplicated at the Contractor's expense if no copyright is infringed.

### **H.2 STATION REGULATIONS**

- a. The Contractor shall furnish a list of contact personnel of the Contractor and subcontractors including addresses and telephone numbers for use in the event of an emergency. As changes occur and additional information becomes available, correct and change the information contained in previous lists.
- b. Identification Badges: Identification badges, if required, will be furnished based on the individual installation security procedures. Application for and use of badges will be as directed. Contractor is responsible for all costs associated with obtaining proper credentials, including participation in the NCACS/RAPIDGate program. Immediately report instances of lost or stolen badges to the Contracting Officer.
- c. Contractor Personnel Requirements: Failure to obtain entry approval will not affect the contract price or time of completion. All Contractor personnel shall become familiar with and obey all Government regulations including fire, traffic, and security regulations. Refer to individual Task Order or Station requirements provided at the preconstruction conference.
- d. Citizenship Requirements: Contractor's personnel will not be admitted to the work site without approval. Access requirements will be as identified in station policy for each location. Some facilities, or areas within some facilities, restrict access to U.S. Citizens only.

### **H.3 ENERGY CONSERVATION**

The Contractor shall participate actively in the activity's energy conservation program. The Contractor shall comply with the base energy conservation program as defined in local base regulations. Use of high energy consuming tools or equipment shall be approved by the Contracting Officer and/or a designated representative prior to use.

### **H.4 FIRE PREVENTION**

The Contractor shall ensure that his employees shall know how to activate a fire alarm or otherwise notify the local Fire Department in the event of an emergency. The Contractor shall observe all requirements for handling and storage of combustible supplies, materials, waste and trash. Contractor employees shall be trained to properly respond to a fire alarm or fire in accordance with activity instructions.

### **H.5 ENVIRONMENTAL PROTECTION**

- a. The Contractor is responsible for understanding and properly performing all requirements under federal, state, interstate, and local environmental laws, regulations and ordinances that are applicable to the work being performed under this contract. This responsibility extends to securing all permits required by such laws, regulations, and ordinances.
- b. The Contractor is responsible for advising its agents, employees, subcontractors, and other personnel who will perform operations, activities, or services under this contract of these requirements.
- c. The Contractor is responsible for the following:
  - 1) Notifying the Government promptly upon receipt of regulatory notices, orders, or requests for information, and promptly supplying copies to the Government.
  - 2) Complying with environmental regulatory notices or orders to the extent attributable to the Contractor's conduct, regardless of whether or not the Contractor is the named recipient of the notice or order.
  - 3) Correcting conditions of environmental noncompliance identified by the Government in the absence of regulatory non-compliance notices. This includes cleaning up any contamination released from Contractor operations, whether such contamination is on or off Government property.

- d. The Contractor is responsible, upon Government request, for providing the Government and/or any regulatory agency with any information that may be required regarding the actual or potential environmental impacts of Contractor's operations. The information shall be timely and complete and in a form acceptable to the Government and/or the regulatory agency.
- e. Soil disturbance in known or suspected contaminated or otherwise environmentally regulated sites will only be permitted after approval of an Environmental Plan.

## **H.6 WILDLIFE PRESERVATION**

When work is located in a designated "wildlife preservation area" and before commencing work which may disturb wildlife; the Contractor shall obtain all necessary state, local and federal permits.

## **H.7 DISPOSITION OF WASTE MATERIAL**

- a. All debris, rubbish, hazardous waste, and non-usable material resulting from the work under this contract shall be disposed of by the contractor at his expense off Government property, as specified in section J, specification 01 74 19, "Construction Demolition and Waste Management". The Contractor shall make every effort to recycle, refer to specification section 01 62 35, "Recycled / Recovered Materials".
- b. All non-usable surplus material and debris resulting from work under these specifications shall be removed from the site by the Contractor at their expense. The Government retains salvage rights to any material of archaeological or historical value as determined by the Contracting Officer.
- c. The Contractor shall remove all material not claimed for salvage by the Government and disposed of off base bi-weekly or as specifically agreed to in a specific delivery order. The contractor shall dispose of hazardous waste in accordance with the Resource Conservation and Recovery Act and associated state and local regulations.
- d. Salvage: Except where indicated and/or specified otherwise in other sections, all material and equipment removed, but not reused, shall become the property of the Contractor and shall be removed from Government Property. Title to all material resulting from demolition, and all material and equipment to be removed, is vested to the Contractor upon approval by the Contracting Officer of the Contractor's demolition and removal procedures, and authorization by the Contracting Officer to begin demolition. The Government will not be responsible for the condition or loss of, or damage to, such property after notice to proceed. Materials and equipment shall not be viewed by prospective purchasers or sold on the site.
- e. Reuse of Material and Equipment: Carefully remove and store materials and equipment specified to be reused or relocated to prevent damage, and reinstall as the work progresses.
- f. Salvaged Materials and Equipment: Carefully remove materials and equipment that are specified to be removed by the Contractor and that are to remain the property of the Government, and deliver to a storage site, as directed.
- g. All vehicles transporting waste and debris from the job site shall be suitable for the task, properly loaded, and covered to prevent spillage during transport.

## **H.8 SAFETY REQUIREMENTS AND REPORTS**

- a. The Contractor shall conduct all work in a safe manner, shall comply with the requirements described in specification section 01 35 26 Governmental Safety Requirements, FAR 52.236-13, ACCIDENT PREVENTION (NOV 1991), as referenced in Section I, and the requirements described in Section J attachments. (see Sections I & J Table of Contents)

- b. The Contractor shall:
  - (1) Provide appropriate safety barricades, signs, signals etc.;
  - (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 that the Contracting Officer determines to be reasonably necessary for safety are taken.
- c. The Contractor shall comply with all pertinent provisions of the current.
- d. The Contractor is subject to the safety and health standards of: Occupational Safety & Health Act (OSHA), the U.S. Army Corps of Engineers Safety and Health Requirements Manual (EM-385-1-1), and Specification Section 01 35 29 "Safety and Occupational Health Requirements". Implementation of OSHA provisions rests in the statutory requirement while compliance with EM 385-1-1 and the specification is a contractual matter. The most stringent requirement shall be followed where the documents are not consistent.
- e. Prior to commencing work on the contract and/or individual delivery orders, the Contractor shall meet with the Contracting Officer or designated representative to discuss and develop mutual understandings concerning the Contractor's administration of a Safety Program. The Government may inspect the construction site for OSHA and Navy violations. Abatement of violations shall be the responsibility of the Contractor. The Contractor shall assist inspectors from the Safety Office and federal or state OSHA offices if a complaint is filed. The Contractor shall pay promptly any fines levied by federal and/or state OSHA offices.
- f. The Contractor shall identify all safety-related issues for each delivery order. These items shall be monitored at all times while the project is underway and the results documented on the Supervisor's Daily Job-site Inspection Checklist form. The proposed "checklist" shall be submitted for approval as part of the Contractor's Safety Plan prior to the start of work on each delivery order. Completed inspection forms shall be kept on file in the Contractor's office and shall be made available to the Government upon request.
- g. The Contractor shall be responsible for all subcontractors' compliance with this clause.

## **H.9 SECURITY REQUIREMENTS**

- a. In addition to other provisions of this contract, the following security requirements apply to all work performed under this contract.
  - (1) The Contractor shall, after award of the contract, submit the following information for all employees (on letterhead signed by the Contractor): Contract number, completion date, type of work being performed, area(s) of access, names of employees working on contract including their social security number, date and place of birth, citizenship (alien registration number must be included for registered aliens), any vehicle (including license plate number) to be used. The Contractor shall also have the employees fill out any questionnaires and other forms required by Security. See below for additional site specific information.

For NAS Patuxent River (including NESEA, St. Inigoes, MD, and Solomons Annex, Solomons, MD): The Contractor shall provide to the Contracting Officer, in writing, the names of two designated representatives authorized to request personnel and vehicle passes for employees and subcontractor employees prior to commencement of work under the contract. The Contractor shall adhere to the requirements concerning access to the sites affiliated with NAS Patuxent River which will be provided at the Preconstruction meetings for individual delivery orders.

- (2) Neither the contractor nor any of his employees shall disclose or cause to be disseminated any information concerning the operations of the activity which could result in or increase the likelihood of the possibility of a breach of the activity's security or interrupt the continuity of its operations.
- (3) Disclosure of information to any person not entitled to receive it, or failure to safeguard any classified information that may come to the Contractor or any person under his control, may subject the Contractor, his agents or employees to criminal liability under 18 U.S.C. Sections 793 and 798.
- (4) All inquiries, comments or complaints arising from any matter observed, experienced, or learned as a result of or in connection with the performance of this contract, the resolution of which may require the dissemination of official information will be directed to the activity Commander.
- (5) Deviations from or violations of any of the provisions of this paragraph will, in addition to all other criminal and civil remedies provided by law, subject the Contractor to immediate termination for default and/or the individuals involved to a withdrawal of the Government's acceptance and approval of employment.

#### **H.10 PASSES AND BADGES**

- b. Security badges will be issued, if required, to the Contractor and his employees in accordance with station regulations. Badges shall be issued as explained at the Preconstruction Meeting of the individual delivery order. A copy of the Station Security Regulations will be made available at that time. All badges must be returned or otherwise accounted for upon badge expiration or contract completion or upon termination of the employee. Lost or stolen badges shall be reported to the Contracting Officer immediately.
- c. All Contractor and subcontractor personnel shall be required to possess and wear identification badges at all times when working within the confines of the individual military bases or other job site location under this contract.
- d. Unauthorized Personnel: Only bona fide contractor employees with Government issued passes and/or badges, who perform duties authorized by the Contractor specifically for this contract shall be allowed at the work site. The presence of unauthorized personnel including guests, minor children, and other family members of Contractor personnel is strictly prohibited.

#### **H.11 ACCESS TO BUILDINGS**

- a. It shall be the Contractor's responsibility to obtain access to buildings and facilities, and arrange for them to be opened and closed. Initial arrangements will be coordinated through the FEAD Project Manager or Quality Assurance Representative/Construction Engineering Technician. If the Contractor cannot gain access to a work site, the Contractor shall notify the Contracting Office and/or his designated representative to reschedule a time with the building occupant.
- b. Keys, when necessary, will be issued to the Contractor; however, it shall be the Contractor's responsibility to arrange for adequate security of those buildings and facilities at all times during the performance of his duties.
- c. The Contractor shall be responsible for the cost of any keys lost by his employees that were furnished by the Government. If the Contracting Officer determines a lock must be replaced because of the loss of a key by Contractor employees, the Contractor shall pay the cost of replacement. Similarly, the Contractor shall pay the cost of changing a combination or combination lock if the Contracting Officer determines that the combination may have been compromised.

#### **H.12 CONTRACTOR EMPLOYEES**

- a. In accordance with Section G, Paragraph G.10, "SUPERINTENDENCE BY CONTRACTOR", the Contractor shall provide to the Contracting Officer the name(s) of responsible supervisory personnel authorized to act for the Contractor.
- b. The Contractor shall furnish sufficient well-qualified competent personnel to perform all work specified herein. The Contractor shall submit to the Contracting Officer a roster of all employees entering Government property. This roster shall include the full name, aliases (if any) of each employee.
- c. Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.
- d. The Contractor shall remove immediately from the site any individual whose continued employment is deemed by the activity Commander or Contracting Officer to be contrary to the public interest or inconsistent with the best interests of National Security.
- e. No contractor or employee or representative of the Contractor will be admitted to the site of the work unless he/she furnishes satisfactory proof that he/she is a citizen of the United States or that he/she has been cleared in accordance with the U.S. Navy Security Manual (OPNAV INST 5510.H INFORMATION AND PERSONNEL SECURITY REGULATIONS FOR OFFICES UNDER THE COGNIZANCE OF THE CHIEF OF NAVAL OPERATIONS). It will be the responsibility of the Contractor to provide employees who comply with this requirement. The Contractor shall also be responsible for strict compliance with security regulations in force on all Government installations by all employees, including subcontractors, vendors, and their employees. All personnel employed on Government installations shall keep within the limits of the work and avenues of ingress and egress and shall not enter any restricted areas unless required to do so and cleared for such entry. All personnel must be off the Government installation by sundown unless special permission for night operations is secured. Security guard challenges must be answered and all orders obeyed.
- f. The Contractor is prohibited from hiring any Government employee associated with administration of this contract.
- g. It is the Contractor's responsibility to maintain satisfactory labor relations with his/her employees. Representatives of and the Contracting Officer will not participate in labor relations matters unless disputes develop that interfere with the proper performance of the contract, at which time the representative may endeavor to assist in settling the difficulty or may refer the matter to the Federal Mediation and Conciliation Service or the Commander, Naval Facilities Engineering Command, for appropriate action.

### **H.13 UNDERGROUND UTILITIES**

- a. The Contractor shall be responsible to ensure all underground utilities have been surveyed and located prior to commencing any excavation activities. Utility drawings are available at each site/activity for review.
- b. For Activities where the Government provides utility location services, the Contractor is responsible for all damages they impart to properly marked utilities. The Contractor shall promptly perform all necessary repairs at no additional cost to the Government.
- c. For Activities where the Contractor is required to perform the utility locating and marking, the Contractor shall be responsible for all damages to existing utility lines where the utility line was reasonably locatable. Prompt repairs to those damaged lines shall be at no additional cost.

### **H.14 IDENTIFICATION OF CONTRACTOR VEHICLES**

Each Contractor provided vehicle shall display the company name in a manner and size that is clearly visible at all times. All vehicles shall display a valid state license plate and safety inspection sticker, if applicable. Contractor vehicles operated on Government property shall be maintained in good repair.

**H.15 PERMITS**

In accordance with the **52.236-7, PERMITS AND RESPONSIBILITIES (NOV 1991)**, the Contractor shall, without additional expense to the Government, obtain all appointments, licenses, and permits required to perform work under this contract. All Contractor employees operating vehicles on Government property shall possess a valid state motor vehicle operator's license. The Contractor shall comply with all applicable federal, state, and local laws. Evidence of such permits and licenses shall be provided to the Contracting Officer and/or his designated representative before work commences and at other times as requested by the Contracting Officer and/or his designated representative.

**H.16 EQUIPMENT WARRANTY TAG**

When installed, the Contractor shall tag each item of warranted equipment or appliance with a durable, oil and water-resistant tag approved by the Contracting Officer. Tags shall show the following information:

EQUIPMENT WARRANTY TAG:

Type of Equipment \_\_\_\_\_  
Accepted Date \_\_\_\_\_  
Warranted Until \_\_\_\_\_  
Contract Number \_\_\_\_\_

**H.17 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The minimum wages to be paid for work under this specification are included in Section J. Note that the minimum Davis-Bacon wages are to be paid regardless of the labor rate indicated in the R.S. MEANS cost data books.

**H.18 RECORDING AND PRESERVING HISTORICAL AND ARCHEOLOGICAL FINDS**

All items having any apparent historical or archeological interest, which are discovered in the course of any construction activities shall be carefully preserved. The Contractor shall leave the find undisturbed and shall immediately notify the Contracting Officer.

**H.19 CONDUCTING CONTRACT BUSINESS**

All business pertaining to this contract shall be conducted through the office designated on the SF 1442 prior to award and the DD 1155 after award.

**H.20 WASTE AND EXCESS QUANTITIES INCLUDED IN THE COMPLETED-IN- PLACE CONSTRUCTION QUANTITIES**

All prices in the R.S. Means Price Books are for completed-in-place construction, unless explicitly described otherwise. Waste or excess material quantities are incidental costs, which are included within the contract coefficient unless explicitly stated otherwise. Quantities used on individual Job Order proposals shall be taken from field measurements or design plans, as appropriate, without allowance for waste.

**H.21 FINAL CLEAN-UP**

The contract coefficients include the cost of final clean-up on each individual Delivery Order, pursuant to Section G, paragraph G. 8, "COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK". Payment will not be made for final cleanup for work on individual Delivery orders.

**H.22 ELEVATORS**

Temporary use of an elevator shall be arranged through the Contracting Officers representative. Such use will be limited to an intermittent nature. The Contractor shall provide and maintain suitable protective covering for elevator machinery, hatchway entrance, and the interior of the elevator as appropriate during the period of temporary use. Loads in excess of the rated capacity of the elevator are not permitted. Once done using the elevator, the Contractor shall remove all protective coverings and clean the elevator as necessary to bring back to the condition it was in prior to Contractor use.

**H.23 WATER CONSERVATION**

The Contractor shall participate actively in the activity's water conservation program. The contractor shall comply with the base water conservation program as defined in local base regulations. The Contractor may represent his interest at all meetings of the Activity's Energy Conservation and Resource Management Committee. Use of high water consuming tools and equipment shall be approved by the Contracting Officer prior to use.

**H.24 HOLIDAYS**

The holidays applicable to this contract and the days of observance are set forth below:

New Year's Day	1 January
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

- a. In the event any of the above holidays occur on a Saturday or Sunday, then such holidays shall be observed by the contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

**H.25 LABOR INFORMATION**

General information regarding the requirements of the Walsh-Healy Public Contracts Act (41 USC 35-45), the Contract Work Hours Standards Act (40 USC 327-330), and the Service Contract Act of 1965 (40 USC 351-357) may be obtained from the Department of Labor, Washington DC 20210, or from any regional office of that agency. Request for information should include the solicitation number, the name and address of the issuing agency, and a description of the supplies or services.

**H.26 PHOTOGRAPHY**

The possession and use of photographic equipment is prohibited without prior approval from the Government. A "photo badge" will be required where photography is permitted. The Contractor shall submit a request identifying the person and equipment involved, along with a description of what is being photographed and the purpose for the photographs.

#### **H.27 LASER AND LASER SYSTEM SAFETY**

Contractor personnel, subcontractor personnel, or other personnel employed by the contractor during the prosecution of this Contract shall not bring laser or laser-containing equipment onto any Naval complex without prior approval of the Contracting Officer or his designated representative.

#### **H.28 ALCOHOLIC BEVERAGES**

Alcoholic beverages are prohibited at work sites on Naval and Marine Corps Installations. Alcoholic beverages may only be consumed in facilities authorized for resale.

#### **H.29 252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)**

- a. The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--
  - (1) The Contracting Officer has given prior written approval or;
  - (2) The information is otherwise in the public domain before the date of release.
- b. Request for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date of release.
- c. The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

#### **H.30 CONTRACTOR USE OF RADIOACTIVE MATERIAL**

- a. If the Contractor proposes to utilize radioactive material on Navy Property, whether as an integral part of a piece of the Contractor's equipment or as a separate item, the Contractor shall take the following action:
  - (1) Furnish to the Contracting Officer evidence of a valid Nuclear Regulatory Agency or Agreement State License to possess and utilize nuclear/radioactive material prior to commencement of any work.
  - (2) Arrange with the Contracting Officer for measurement of radiation levels of the radioactive material. This shall be accomplished prior to commencing any work involving the use of radioactive material. Evidence of a satisfactory leak test performed in accordance with Nuclear Regulatory Agency or Agreement State License shall be submitted by the Contractor for those sources that are required by his License to be leak tested.
  - (3) Submit to the Contracting Officer his written procedure for controlling the radioactive material on the Base. This shall be accomplished prior to bringing the radioactive material to the Base. The Contracting Officer shall review the Contractor's procedure for controlling radioactive materials' shall advise the Contractor of any additional procedure necessary to conform to Base requirements;

and reserves the right to inspect the utilization and control of the Contractor's radioactive material at any time the material is on Government property.

- (4) For certain naturally occurring radioactive elements which may be reincorporated into components utilized on this project, the Contractor shall utilize a component which does not contain the radioactive element whenever possible. If the component composed of radioactive elements must be utilized, the Contractor shall notify the Contracting Officer prior to bringing it on a Government property.
- (5) If the Contractor desires to utilize radiographic testing or nuclear probe density test, the following shall be submitted to the Contracting Officer for approval prior to use:
  - (a) Place of use
  - (b) Time of use
  - (c) License to operate the equipment
  - (d) A copy of the operating instructions

### **H.31 NOTICE TO CONTRACTOR OF DRUG DETECTION PROCEDURES**

- a. Pursuant to Navy policy applicable to both Government and Contractor personnel, measures will be taken to prevent the introduction and utilization of illegal drugs and related paraphernalia into Government work areas.
- b. In furtherance of the Navy's drug control program, unannounced periodic inspections of the following nature may be conducted by installation security authorities:
  - (1) Routine inspection of Contractor occupied workspaces.
  - (2) Random inspection of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs
  - (3) Random inspection of personnel possessions on entry or exit from the installation
- c. When there is probable cause to believe that a Contractor employee on board a military installation has been engaged in the use, possession, or trafficking of drugs, the installation authorities may detain said employee until the employee can be removed from the installation, or can be released to the local authorities having jurisdiction.
- d. Trafficking in illegal drug and drug paraphernalia by the Contractor employees while on a military vessel/installation may lead to possible withdrawal or downgrading of security clearance, and/or referral for prosecution by appropriate law enforcement authorities.
- e. The Contractor is responsible for the conduct of employees performing work under this contract and is, therefore, responsible to assure that employees are notified of these provisions prior to assignment.
- f. The removal of Contractor personnel from a Government vessel or installation as a result of the drug offenses shall not be cause for excusable delays, nor shall such action be deemed a basis for an equitable adjustment to price, delivery or other provisions of this contract.