

<b>REQUEST FOR QUOTATIONS</b> <b>(THIS IS NOT AN ORDER)</b>		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE 1 OF 33 PAGES	
1. REQUEST NO. N40080-16-T-3033	2. DATE ISSUED 19-Jul-2016	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING DO-C2		
5a. ISSUED BY PUBLIC WORKS DEPARTMENT NAS, PATUXENT RIVER 22445 PEARY ROAD, BLDG 504 PATUXENT RIVER MD 20670-5504			6. DELIVER BY (Date) <b>SEE SCHEDULE</b>			
5b. FOR INFORMATION CALL: (Name and Telephone no.)(No collect calls) DOLLY GARRISON (301) 757-4810			7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule)			
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE			9. DESTINATION (Consignee and address, including ZIP Code) <b>SEE SCHEDULE</b>			
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: (Date) 08-Aug-2016						
<b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quote. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.						
11. SCHEDULE (Include applicable Federal, State, and local taxes)						
ITEM NO. (a)	SUPPLIES/ SERVICES (b)		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
<b>SEE SCHEDULE</b>						
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS No. %	
<b>NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.</b>						
13. NAME AND ADDRESS OF QUOTER (Street, City, County, State, and ZIP Code)			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
			16. NAME AND TITLE OF SIGNER (Type or print)		TELEPHONE NO. (Include area code)	

Section E - Inspection and Acceptance

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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## Section G - Contract Administration Data

INSTRUCTIONS TO BIDDERS

## INSTRUCTIONS TO BIDDERS

THE RESULTANT CONTRACT WILL BE FIRM FIXED PRICE AND IN ACCORDANCE WITH THE SIMPLIFIED ACQUISITION PROCEDURES AUTHORIZED BY FAR PART 13.

This procurement is 100% set-aside for small business concerns eligible under the NAICS 237310 with a size standard of \$36,500,000.00.

Construction Wage Determination No. MD160018, dated 01/08/2016 applies to this RFQ.

The Request for Quote (RFQ) is due by close of business (2:00 PM) on or before 08 August 2016 EST. The quote may be emailed to dolly.garrison1@navy.mil or hand carried or mailed, to the address listed in Block5a of the SF18. Offeror shall complete and include with their quote Standard Form 18, Price Schedule CLIN 0001, Representation and Certification provision 52.219-1, Small Business Representation and acknowledgement of amendments.

Offeror shall have a current registration in the System for Award Management (SAM) <https://www.sam.gov> and possess a current DUNS number. No award shall be made to any offeror who does not meet these requirements.

The site visit: Refer to clause 5252.237-9302 for site visit details and base access information.

Attendees are requested to provide all Requests for Information that they may have during the site visit in written format and emailed to the contract specialist, Dolly Garrison at dolly.garrison1@navy.mil no later than 2:00 PM on 26 July 2016. The answers to the Request for Information will be posted as an amendment to the RFQ on [www.neco.navy.mil](http://www.neco.navy.mil). No hard copies will be sent to contractors.

Note: Remarks and explanations addressed during the site visit shall not be deemed or construed to constitute any representations or warranty by the DOD, or a legally binding agreement, contract or commitment between DOD and any other party, or alter the terms and conditions of the RFQ.

(End of clause)

STATEMENT OF WORK

PROJECT TITLE: **Perm. Repairs to Potholes FY16**

REFERENCE NUMBER: **1549700**

## SPECIFICATIONS AND CONDITIONS

## SECTION 1: GENERAL

1.1 GENERAL DESCRIPTION:

**Project Title: Perm. Repairs to Potholes FY16**

PW PIMARY POC: Richard Gorman

PW PRIMARY PHONE: 301-757-4783  
 TEAM: CAT III & IV  
 LOCATION: PAX  
 FACILITY: Roads  
 REVISED DATE:  
 CUSTOMER POC:  
 CUSTOMER POC PHONE:  
 PW REQUIREMENTS POC: Nick Graziano  
 PW REQUIREMENTS PHONE: 7-4837

**SPECIAL REQUIREMENTS:**

1) Safety EM-385-1-1, Current Edition.

**PROJECT DESCRIPTION:** Repair various potholes on NAS Patuxent, Webster Outlying Field (WOLF) & Naval Rec Center Solomon's (NRC), approximately 51 potholes for about 20,000SF.

(Refer to Section 2 for detailed description of work to be performed.)

1.2 **LOCATION:** A representative of the Officer in Charge, NAVFAC Contracts, will indicate the exact location.

1.3 **TIME OF COMPLETION:** Work shall be prosecuted diligently and shall be completed for use within the time indicated in the award document.

1.4 Contractor is required to furnish proof of any cause for delay and must request an extension of the completion date in writing through the Contracting Officer.

1.5 **SITE VISIT:** Contact the Government Representative to arrange a site visit if one has not already been scheduled. Contractor shall verify all conditions, dimensions and methods at site.

1.6 **PAYMENT:** Payment will be made in one lump sum after completion and acceptance of the work by the Government Representative. Progress payment decisions will be on a case-by-case basis. All invoices shall be submitted through WAWF.

1.7 **GOVERNMENT FURNISHED MATERIALS / UTILITIES:** All material, equipment, labor, and supervision will be supplied by the contractor. The Contractor shall provide and maintain, at his/her expense, the necessary service lines from existing Government outlets to the site of the work.

1.8 Utilities specified above will be furnished at no cost to the Contractor. In the event that the Government is unable to provide the required types of utilities, the Contractor shall, at his/her expense arrange for the required utilities.

1.9 **EXECUTION OF WORK:** Work shall be performed during normal duty hours 0700-1600, Monday through Friday. No work shall be performed on Government holidays or weekends unless expressly allowed by the Officer in Charge, NAVFAC Contracts.

1.10 **CONTRACTOR'S PRODUCTION REPORT:** The Contractor is required to submit a "Contractor Production Report" on the form furnished by the Government Quality Assurance Representative/Engineering Tech (ET) for this purpose. The form shall be completed daily and be provided electronically to the Government Quality Assurance Representative/ET, by 10:00 AM the following day.

1.11 **SUBMITTALS:**

The Contractor shall submit the following within 15 days after award:

1.11.1 Activity Hazard Analysis in accordance with EM 385-1-1. See Attachment I for blank form and sample. See paragraph 3.6.2 for additional information.

1.11.2 Manufacturer's Data / Catalog Cut sheets for equipment/materials.

### 1.11.3 Work Schedule

Submittals shall be approved by the Government Representative prior to the start of work.

1.12 **CLEAN-UP OF SITE:** Shall be performed on a daily basis. Contractors are not permitted to use Government dumpsters or other Contractor dumpsters for disposal of debris.

1.13 **HOT WORK:** A hot work permit is required as needed. A permit may be obtained through the Government inspector with 48 hours prior notice. Hot work in electrical or mechanical room space will require a gas-free test prior to the Government fire inspector granting approval. In accordance with the Government fire inspector's requirements, the Contractor must perform this test daily. The Government fire inspector shall approve the instrument used.

1.14 **DUST CONTROL:** The amount of dust resulting from demolition shall be controlled to prevent the spread of dust to occupied portions of the construction site and to avoid creation of a nuisance in the surrounding area. Use of water will not be permitted when it will result in, or create, hazardous or objectionable conditions such as ice, flooding and pollution.

### 1.15 **LIST OF ATTACHMENTS:**

1.15.1 Attachment 1: Photos

1.15.2 Attachment 2: Site map

1.16 **INSPECTION OF WORK:** Contractor shall inspect all work in accordance with FAR 52.246-12 "Inspection of Construction."

### **SECTION 2: DETAILED DESCRIPTION:**

Potholes marked on base map(s) are to be cut out to ensure a clean straight edge. Loose fill is to be removed and proper base material to be installed and compacted. An asphalt binder is to be applied to surfaces receiving new asphalt material. New asphalt is to be compacted to just above level to disperse any ponding water.

Large areas are to be milled and re-topped with asphalt. Flagmen will be required for repairs; roads will not be closed to traffic.

**\*Contractor will coordinate with the PW POC prior to commencement of work to ensure all scheduling and access issues have been worked out properly. Any questions will be directed to the PW POC and not through the customer.**

### **DEMOLITION:**

- ... Saw cut around pothole for clean square edges.
- ... Remove loose fill.
- ... Mill selected areas to receive new blacktop asphalt.

### **INSTALL:**

- ... Fill and compact base material.
- ... Apply asphalt binder to edges.
- ... Fill and compact hot asphalt material, to just above level to prevent ponding water.
- ... Install new hot asphalt mix and compact.

### **FINISH:**

- ... Clean areas as work progresses.
- ... Asphalt removed is to be recycled.

**CATEX****RECORD OF CATEGORICAL EXCLUSION*****SUBJECT PROPOSED ACTION:***

Repair Various Potholes on NAS Patuxent, Webster Outlying Field (WOLF) and Naval Rec Center Solomon's.

***PURPOSE AND NEED:***

Potholes are causing damage to vehicles and travel safety being compromised.

***DESCRIPTION OF THE PROPOSED ACTION:***

Outlying Field (WOLF) and Naval Recreation Center Solomon's (NRC), approximately 51 potholes for about 20, 000SF. Potholes marked on base maps are to be cut out to ensure a clean straight edge. Loose fill is to be removed and proper base material to be installed and compacted. An asphalt binder is to be applied to surfaces receiving new asphalt material. New asphalt is to be compacted to just above level to disperse any ponding water. Large pothole areas need be milled and topped with asphalt. Flagmen will be required for repairs; roads will not be closed to traffic

**DEMOLITION:**

- Saw cut around pothole for clean square edges.
- Remove loose fill.
- Mill selected areas to receive new blacktop asphalt.

**INSTALL:**

- Fill and compact base material.
- Apply asphalt binder to edges.
- Fill and compact hot asphalt material, to just above level to prevent ponding water.
- Install new hot asphalt mix and compact.

**FINISH:**

- Clean areas as work progresses.

***SUMMARY OF ADDITIONAL ENVIRONMENTAL REQUIREMENTS:***

- These action items must be added to the specifications section of the contract or resolved before contract award.
- Project is still subject to proper Maryland Best Management Practices for sediment erosion control and stormwater management even though official MDE notification is not required. Contact the Stormwater Program Manager, Tracy Maningas (301-757-4910), if you have any questions.

Repair Potholes at Various Locations Page 2 of 4

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- The Contractor shall recycle the asphalt being removed from this project off base. The Design Manager has provided the approximate dimensions of asphalt being removed (20,000sf).
- The Design Manager has indicated on the Project Checklist that rolloff dumpsters will not be utilized for the removal of any construction debris.
- Any questions concerning recycling or disposal shall be directed to Gary Costanzo at 301-995-3625.

- The Contractor shall ensure proper handling, storage and proper disposal of all hazardous material.
- The Contractor is responsible for ensuring that personnel are trained in the Hazardous Communication (HAZCOM) Standard prior to hazardous material usage.
- The Contractor shall maintain record throughout the course of the project of all manpower and material expenditures and will ensure accountability for material in the Contractors possession.
- Ensure contractors working on new construction projects remove all hazardous materials and waste.
- COMFISCSINST 5090.1
- COMNAVREGMIDLANT 6280.1A
- You must contact the Regulated Waste Program Manager, 301-995-3627 if hazardous waste will be generated. This could include but is not limited to lead paint and remaining unused or excess hazmat supplies. If waste is generated, it must be placed on a manifest and obtain signatures for Department of Transportation shipment through the Regulated Waste Program Manager.
- Ensure the hazardous waste is properly stored, labeled/marked, and disposed in accordance with the following local, state, and federal regulations:
  - o Title 40, Code of Federal Regulations, Parts 260-279
  - o OPNAVINST 5090.1D
  - o COMAR, Title 26.13
  - o NASPAXRIVINST 5090.5A
- Contact the Regulated Waste Program Manager, Dawn Olson 301-995-3627, to determine if hazardous waste will be generated.
- PCB concentrations greater than 49 ppm must be disposed of as a hazardous waste. Disposal may require submittal of lab analysis, even if material is PCB-free. Contact the PCB program manager, Dawn Olson 301-995-3627, to have samples taken or to obtain lab analysis.
- Take all reasonable precautions necessary to prevent particulate matter (i.e., dust) generated from the demolition, renovation, and construction activities from becoming airborne, per COMAR 26.11.06.03(D).\*

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- The project must comply with asphalt paving requirements described at COMAR 26.11.11.02. Contact the Air Quality Program Manager, Leslie Churilla 301-757-4930 for assistance and additional information.
- \*These reasonable precautions [for preventing dusts from becoming airborne] shall include, but not be limited to, the following when appropriate as determined by the control officer: 1) Use of water or chemicals for control of dust in the demolition of existing buildings or structures, construction operations, the grading of roads, or the clearing of land. 2) Application of asphalt, oil, water, or suitable chemicals on dirt roads, materials stockpiles, and other surfaces which can create airborne dusts... 4) Covering, at all times when in motion, open-bodied vehicles transporting materials likely to create air pollution. Alternate means may be employed to achieve the same results as would covering the vehicles. 5) The paving of roadways and their maintenance in clean

condition. 6) The prompt removal from paved streets of earth or other material which has been transported there by trucks or earth moving equipment or erosion by water.”

[COMAR 26.11.06.03(D)]

***PRESENCE OF NORMAL CIRCUMSTANCES:***

This proposed action will not affect public health or safety. No wetlands or migratory bird populations will be affected by this action, and no listed threatened or endangered species are located in the vicinity. No structures in the vicinity are potentially eligible for the National Register of Historic Places (NRHP). According to 1982, 1991 and subsequent archeological surveys, no archeological sites are known to exist in this area. The proposed action does not have the potential for significant environmental effects on hazardous waste sites, according to the Federal Facilities Agreement. This action will not involve effects on the human environment that are highly uncertain, involve unique or unknown risks, or that are scientifically controversial. Finally, the proposed action does not establish a precedent nor threaten a violation of Federal, State, or local environmental law.

***GENERAL CONFORMITY RULE DETERMINATION:***

(1) In accordance with Section 176(c) of the Clean Air Act, the action is located in an attainment area (St. Mary’s County, MD) for NAAQS levels PM<sub>10</sub>, NO<sub>2</sub>, SO<sub>2</sub>, Carbon Monoxide, Ozone, and Pb, and is not subject to the conformity rule. This project will also meet the Northeastern Transport Region levels of 50 tons/year for Ozone.

***CONCLUSION:***

Subject proposed action can be categorically excluded from further National Environmental Policy Act (NEPA) processes per OPNAVINST 5090.1D, Reference (c), Chapter 10, Section 3.14 Table 10-6:

(8) Routine repair and maintenance of buildings, facilities, vessels, aircraft and equipment associated with existing operations and activities (e.g., localized pest management activities, minor erosion control measures, painting, and refitting).

2.1 The requirement for this solicitation is to.... Contractor shall verify all on-site dimensions, conditions, methods and locations during pre-site visit and prior to installation.

2.2 The Contractor shall apply, monitor and remove (upon completion of work) proper lockout and tag out devices on all equipment undergoing repairs in accordance with the latest version of the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM-385-1-1.

2.15 The Contractor shall ensure that all trash and debris created by this project is cleaned up and removed off site.

2.16 All equipment and parts furnished and installed by the Contractor shall be warranted against defects and workmanship for a period of not less than one year from the date of acceptance at no additional cost to the Government during regular working hours. Manufacturer's warranty for all parts will take effect upon the expiration date of the Contractor's one year warranty.

**SECTION 3: ADMINISTRATIVE AND SAFETY REQUIREMENTS**

**3.1 Directives:** The Contractor and his employees shall comply with all referenced regulations, directives, and Instructions. Applicable Department of Defense (DOD), Secretary of the Navy (SECNAV), Chief of Naval Operations (OPNAV), and other directives, instructions, and regulations are available from the Contracting Officer.

**3.2 Station Regulations:**

3.2.1 The Contractor and his employees shall become acquainted with and obey all Government regulations as Posted or as requested by the Contracting Officer.

3.2.2 The Contractor shall participate actively in the activity energy conservation program. The Contractor shall comply with the base energy conservation program and shall become familiar with its requirements. Use of high-energy consuming tools or equipment must be approved by the Contracting Officer prior to use.

3.3 Fire Protection: The Contractor and his employees shall know where fire alarms are located and how to turn them on. The Contractor shall handle and store all combustible supplies, materials, waste and trash in a manner that prevents fire or hazards to persons, facilities, and materials. Contractor employees operating critical equipment shall be trained to properly respond during a fire alarm or fire in accordance with activity instructions.

3.4 **Environmental Protection** : The Contractor shall comply with all federal, state and local environmental Protection laws and the regulations and standards. The Contractor shall coordinate all environmental protection matters with the Contracting Officer. If a regulatory agency assesses a monetary fine against the Government for violations resulting from Contractor actions, the Contractor shall reimburse the Government for the amount of the fine and related costs. The Contractor shall clean up any oil or chemical spills resulting from his operations at his own expense. The Contractor shall not create a nuisance or hazard to the health of military or civilian personnel.

3.5 **Disposal**: Debris, rubbish, non-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, unless otherwise directed. In either case, the Contractor must dispose of all hazardous waste in accordance with all applicable environmental law, including but not limited to, the Resource Conservation and Recovery Act and its associated state and local regulations. Prior to disposal of any hazardous waste, the Contractor shall obtain approval from the Contracting Officer.

3.5.1 Segregate and recycle all debris generated by the work and remove off station to a licensed facility. Debris shall be removed and transported in such a manner that prevents spillage on streets or adjacent areas. Local regulations regarding hauling and disposal shall apply.

3.5.2 Submit a report with invoice that includes the following:

- a. Amount (by weight) and type of waste materials disposed of in a landfill or incinerator. Provide destination and the tip fee per ton.
- b. Amount (by weight) and type of materials salvaged for sale, salvaged for reuse, and recycled. Provide destination and revenue generated for each material.

**3.6 Safety Requirements and Reports:**

3.6.1 All work shall be conducted in a safe manner and shall comply with all requirements of the latest version of the U. S. Army Corps of Engineers Safety and Health Requirements Manual, EM-385-1-1. The Contractor shall be responsible for instructing his employees in appropriate safety measures and shall not permit them to place machines and other equipment in traffic lanes or other locations in such a manner as to create safety hazards. The Contractor shall employ a competent person as defined in EM-385-1-1 to function as the Site Safety and Health Officer (SSHO). The following paragraphs denote minimum safety requirements. Contractor shall consult EM-385-1-1 for additional information or any safety issues not discussed in this specification.

**3.6.1.1 Personal Protective Equipment Minimum Requirements:**

- a. Head Protection: All persons working in or visiting hard-hat areas shall be provided with and required to wear Type I or Type II, Class G meeting the requirements of ANSI Z89.1. Hardhat areas are those areas with potential hazard of head injury.
- b. Clothing: Employees shall wear clothing suitable for the weather and work conditions: the minimum for

- construction sites shall be short sleeve shirt, long pants (excessively long or baggy pants are prohibited).
- c. **Protective Footwear:** Employees shall wear safety-toed boots meeting ANSI Z41 while working on Construction sites.
  - d. **Eye and Face Protection:** All eye and face protection shall meet the requirements of ANSI/ASSE Z87.1, employees shall also use eye side protection.
  - e. High visibility vests will be worn when working around construction equipment or when working on highways.

3.6.1.2. **Display of Safety Information:** Within one calendar day after commencement of work, erect a safety bulletin board at the job site. The following information shall be displayed on the safety bulletin board in clear view of the on-site construction personnel, maintained current, and protected against the elements and unauthorized removal.

- a. Map denoting the route to the nearest emergency care facility.
- b. Emergency phone numbers.
- c. Copy of AHA's
- d. OSHA 300A form.

3.6.1.3 **Emergency Medical Treatment:** Contractor shall arrange for their own emergency medical treatment. The Government has no responsibility to provide emergency medical treatment.

3.6.1.4 **Use of Hand and Power Tools:** Hand and power tools shall be of a manufacturer listed by a nationally recognized testing laboratory for the specific application for which they are to be used.

Use, inspection and maintenance:

- a. Hand and power tools shall be used, inspected, and maintained in accordance with the manufacturer's instructions and recommendations and shall be used only for the purpose for which designed.
- b. Hand and power tools shall be inspected, tested, and determined to be in safe operating condition before use. Continued periodic inspections shall be made to assure safe operating condition and proper maintenance.
- c. Hand and power tools shall be in good repair and with all required safety devices installed and properly adjusted. Tools having defects that will impair their strength or render them unsafe shall be removed from service.
- d. Loose and frayed clothing, loose long hair and dangling jewelry (including dangling earrings, chains and wristwatches) shall not be worn while working with any power tools.
- e. Guarding - Power tools designed to accommodate guards shall be equipped with such guards:
- f. All guards must be functional.
- g. Reciprocating, rotating, and moving parts of equipment shall be guarded if exposed to contact by
- h. Employees or otherwise create a hazard.

3.6.1.5 **Portable Extension Cords:** Portable extension cords shall be sized in accordance with manufacturer ratings for the tool to be used and shall be protected from damage. All damaged extension cords shall be immediately Removed from service. Portable extension cords shall meet the requirements of NFPA 70.

3.6.1.6 **Ladders:** All portable ladders shall be of sufficient length and shall be placed so that workers will not stretch or assume a hazardous position. The top or top step of a stepladder shall not be used as a step unless it has been designed to be so used by the manufacturer. Ladders may be used as work platforms only when use of small hand tools or handling of light material is involved.

3.6.1.7 **Lockout/Tag Out:** Coordinate all control activities with the Designated Government Representative. Apply, monitor and remove proper lockout and tag out devices.

3.6.1.8 **Sanitation Requirements:** Provide drinking water and toilets as needed for construction personnel.

3.6.1.9 **Fire Protection:** Provide two ABC fire extinguishers at the work site to guard against potential fires.

3.6.1.10 **Fuel-Powered Tools:** When fuel-powered tools is used, they will not be fueled while running, while hot,

or near an open flame.

3.6.1.11 **Machinery and Mobile Equipment**: The Contractor shall complete an equipment checklist for any construction equipment (backhoes, lift trucks, bobcats) that will be used on site.

3.6.1.12 **Excavation**: All digging requires the Contractor to contact the

3.6.1.13 **Confined Space**: For Confined Space areas follow procedures outlined in Section 34 of EM-385-1-1.

**3.6.1.14 Activity Hazard Analysis:**

The principle purpose of an Activity Hazard Analysis (AHA) is to reduce the overall risk of the hazards associated with construction work. An AHA will be developed by the Contractor for every operation involving a type of work presenting hazards not experienced in previous project operations or where a new work crew or subcontractor is to perform work.

The analysis must identify and evaluate hazards and outline the proposed methods and techniques for the safe completion of each phase of work. At a minimum, define activity being performed (can use the Definable Features of Work). A Definable Feature of Work (DFOW) is a task, which is separate and distinct from other tasks, has the same control requirements and work crews, sequence of work, specific safety and health hazards anticipated (slip or trips, cuts, dust or chips in eyes), control measures (to include personal protective equipment) to eliminate or reduce each hazard to acceptable levels, equipment to be used (hand tools, backhoe), inspection requirements (list the inspection requirements for the activity to ensure the controls are working, and equipment is inspected to ensure proper operation), training requirements for all involved (any unique training required to make the established controls work) and the competent person in charge of that phase of work.

The AHA shall be continuously reviewed and, when appropriate, modified to address changing site conditions or operations. The analysis should be used during daily inspections to ensure the implementation and effectiveness of the activity's safety and health controls. Activity Hazard Analysis shall be updated as necessary to provide an effective response to changing work conditions and activities.

**3.6.2 Accident Reports and Notifications:**

3.6.2.1 **Accident Reports**: For recordable injuries and illnesses, and property damage accidents resulting in a least \$2,000 in damages, the prime Contractor shall conduct an accident investigation to establish the root cause of the accident, complete the Navy Contractor Significant Incident Report (CSIR) and provide the report to the Contracting Officer within five calendar days of the accident. The Contracting Officer will provide copies of any Required or special forms.

3.6.2.2 **Accident Notification**: Notify the Contracting Officer as soon as practical, but not later than four hours after any accident meeting the definition of recordable injuries or illnesses or high visibility accidents, property damage equal to or greater than \$2,000. Information shall include Contractor name, contract title, type of contract, name of activity, installation or location where accident occurred, date and time of accident, names of personnel injured, extent of property damage (if any), extent of injury (if known) and brief description of accident (to include Type of construction equipment used, PPE used, etc.). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on site and Government investigation is conducted.

3.6.2.3 **Definition of a Recordable Injury or Illness**: Any work related injury or illness that results in:

- a. Death, regardless of the time between the injury and death, or the length of the illness;
- b. Days away from work;
- c. Restricted work;
- d. Transfer to another job;
- e. Medical treatment beyond first aid;
- f. Loss of consciousness;
- g. A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in a. through f. listed above.

3.6.3 **Monthly Exposure Report:** This report is a compilation of employee-hours worked each month for all site workers, both prime and subcontractors, and shall be recorded daily on the Contractor Production Report.

3.6.4 The Contractor's workspace may be inspected periodically for OSHA and Navy violations. Abatement of violations will be the responsibility of the Contractor and/or the Government as determined by the Contracting Officer. The Contractor shall provide assistance to the Safety Office escort and the federal or state OSHA inspector.

3.6.4.1 If a complaint is filed. Any fines levied on the Contractor by federal or state OSHA offices due to safety/health violations shall be paid promptly.

3.6.5 If the Contractor fails or refuses to promptly comply with safety requirements, the Contracting Office may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order shall be made the subject of claim for extension of time or for excess costs or damages to the Contractor.

3.6.6 The Safety Office will investigate all complaints of unsafe or unhealthful working conditions received from Contractor's employees, federal civilian employees, or military personnel. The Safety Office will notify the Contracting Officer of the results of such investigations.

3.7 **Passes and Badges:**

All Contractor employees, including subcontractors, and subcontractors' employees, suppliers, and suppliers' employees shall be required to comply with the latest edition of NASPAXRIVINST 5510.15 "REGULATIONS FOR ADMISSIONS TO THE NAVAL AIR STATION, PATUXENT RIVER, MARYLAND COMPLEX". A copy of the regulations may be obtained from the PAX RIVER Pass and ID Office. Nothing in the contract shall be construed in any way to limit the authority of the Commanding Officer to prescribe new, or to enforce existing security regulations governing the admission or exclusion of persons and the conduct of persons while aboard the station, including but not limited to, the rights of search of all persons or vehicles aboard the station.

3.7.1 Obtain access to the installation by participating in the Navy Commercial Access Control System (NCACS) or by obtaining passes each day from the Pass and Identification Office. Both methods require vetting of Contractor employee's by the Pass and ID Office. For vetting, the Contractor shall submit a list to the Contracting Officer's Representative indicating that all individuals are bona fide employees. The list shall contain the following information:

- a) Name of employee
- b) Social Security Number
- c) Date of Birth
- d) Place of Birth
- e) Citizenship, Statement of (U.S.) or proof of documented legal residency

The Pass and ID Office will require a completed EMPLOYMENT ELIGIBILITY VERIFICATION (DHS FORM I-9) form for all personnel requesting badges. This form is available at <http://www.uscis.gov/i-9>. DHS FORM I-9 requires Contractor employees to present either 1) a US Passport or 2) both a Driver's License AND Social Security Card or Birth Certificate (or other forms a documentation as described on the Form). Immediately report instances of lost or stolen badges to the Contracting Officer.

3.7.1.1 NCACS Program: NCACS is a voluntary program in which Contractor personnel who enroll, and are approved, are subsequently granted access to the installation for a period up to one year, or the length of the contract, whichever is less, and are not required to obtain a new pass from the Base Pass and Identification Office for each visit. The Government performs background screening and credentialing. Throughout the year the Contractor employee must continue to meet background screening standards. Periodic background screenings are conducted to verify continued NCACS participation and installation

access privileges. Under the NCACS program, no commercial vehicle inspection is required, other than for Random Anti-Terrorism Measures (RAM) or in the case of an elevation of Force Protection Conditions (FPCON). Information on costs and requirements to participate and enroll in NCACS is available at <http://www.rapidgate.com/vendors/how-to-enroll> or by calling 1-877-727-4342. Contractors should be aware that the costs incurred to obtain NCACS credentials, or costs related to any means of access to a Navy Installation, are not reimbursable. Any time invested, or price(s) paid, for obtaining NCACS credentials will not be compensated in any way or approved as a direct cost of any contract with the Department of the Navy.

3.7.1.2 One-Day Passes: Participation in the NCACS is not mandatory, and if the Contractor chooses not to participate, the Contractor's personnel will have to obtain daily passes, be subject to daily mandatory vehicle inspection, and will have limited access to the installation. The Government will not be responsible for any cost or lost time associated with obtaining daily passes or added vehicle inspections incurred by non-participants in the NCACS. The PASS and ID Office will not issue more than 30 one-day passes for an individual in one year.

3.7.2 Access to Buildings/ Occupied Buildings: The Contractor may work in or around existing occupied buildings. The Contractor is responsible, via the Contracting Officer, to obtain access to building and facilities and arrange for them to be opened and closed. Do not enter the building(s) without prior approval of the Contracting Officer. Keep the existing buildings and their contents secure at all times. Provide temporary closures as required to maintain security. Contract personnel will not be permitted in security-regulated buildings or areas unless cleared by the Security Officer.

### **3.8 Identification of Contractor Employees:**

3.8.1 The Contractor shall provide to the Contracting Officer the name or names of the responsible supervisory Person or persons authorized to act for the Contractor.

3.8.2 The Contractor shall furnish sufficient personnel to perform all work specified within the contract.

3.8.3 Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.

3.8.4 The Contractor shall remove from the site any individual whose continued employment is deemed by the Contracting Officer to be contrary to the public interest or inconsistent with the best interests of National Security.

3.8.5 All Contractor/subcontractor employees working under this contract shall be identified by a distinctive nameplate, emblem, or patch attached in a prominent place on an outer garment. Employee identification shall not be substituted for station required passes or badges.

3.9 **Identification of Contractor Vehicles:** The company name shall be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. All vehicles shall display a valid state license plate and safety inspection sticker, if applicable, and shall be maintained in good repair.

3.10 **Permits:** The Contractor shall, without additional expense to the Government, obtain all appointments, licenses, and permits required for the prosecution of the work. 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 before work commences.

3.11 **Proof of Citizenship:** No employee or representative of the Contractor will be admitted to the site of work unless satisfactory proof of citizenship is furnished, or, if an alien, legal residency within the United States is confirmed.

Section I - Contract Clauses

WAGE DETERMINATION

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
TRUCK DRIVER: Water Truck.....	\$ 23.56	6.96

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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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

CLAUSES INCORPORATED BY REFERENCE

52.204-2 Alt II	Security Requirements (Aug 1996) - Alternate II	APR 1984
52.219-1	Small Business Program Representations	OCT 2014
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-6	Construction Wage Rate Requirements	MAY 2014
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction	FEB 1999
52.223-6	Drug-Free Workplace	MAY 2001
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
52.236-8	Other Contracts	APR 1984
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
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-14	Suspension of Work	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-10	Default (Fixed-Price Construction)	APR 1984
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.219-7011	Notification to Delay Performance	JUN 1998
252.223-7001	Hazard Warning Labels	DEC 1991
252.227-7033	Rights in Shop Drawings	APR 1966
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **15** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **120 calendar days**. The time stated for completion shall include final cleanup of the premises.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$200.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (MAR 2016).

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(iii) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(v) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(vi) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78 (19 U.S.C. 3805 note)).

(2) Listed below are additional clauses that apply:

- (i) 52.232-1, Payments (APR 1984).
  - (ii) 52.232-8, Discounts for Prompt Payment (FEB 2002).
  - (iii) 52.232-11, Extras (APR 1984).
  - (iv) 52.232-25, Prompt Payment (JUL 2013).
  - (v) 52.232-39, Unenforceability of Unauthorized Obligations (JUN 2013).
  - (vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013).
  - (vii) 52.233-1, Disputes (MAY 2014).
  - (viii) 52.244-6, Subcontracts for Commercial Items (FEB 2016).
  
  - (ix) 52.222-55, Minimum Wages Under Executive Order 13658 (MAR 2016) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia)).
- (b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:
- (1) The clauses listed below implement provisions of law or Executive order:
    - (i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at \$30,000 or more).
    - (ii) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold).
    - (iii) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (MAY 2014) (41 U.S.C. chapter 65) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
    - (iv) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212) (applies to contracts of \$150,000 or more).
    - (v) 52.222-36, Equal Employment for Workers with Disabilities (JUL 2014) (29 U.S.C. 793) (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States). (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
    - (vi) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212) (Applies to contracts of \$150,000 or more).
    - (vii) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).

(viii)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O 13627) (Applies to all solicitations and contracts).

(B) Alternate I (MAR 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).

(ix) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (Executive Order 13658) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia)).

(x) 52.223-5, Pollution Prevention and Right-to-Know Information (MAY 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(xi) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR[supreg] Program or Federal Energy Management Program (FEMP) will be--

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance).

(xii) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 67) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States).

(xiv) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (JUL 2013) (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) database as its source of EFT information.)

(xv) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (JUL 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information.)

(xvi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241) (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (Applies to contracts over \$35,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEP 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 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):

<http://www.arnet.gov/far/>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

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

determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

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

(b) ( ) It has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
16.9%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform

throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is:  
 Patuxent River Naval Air Station, St. Mary's County, MD  
 NRC Solomons, Calvert County, MD  
 Webster Field, St. Mary's County, MD

(End of provision)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert "None")	

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(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313,

for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

#### 52.223-4 RECOVERED MATERIAL CERTIFICATION (MAY 2008)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

(End of provision)

#### 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

(a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract

becomes unacceptable to the Government.

- (b) Any surety fails to furnish reports on its financial condition as required by the Government;
- (c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or
- (d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

(End of clause)

52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000)

- (a) The Contractor shall submit one of the following payment protections:

Payment Bond  
Irrevocable Letter of Credit

- (b) The amount of the payment protection shall be 100 percent of the contract price.
- (c) The submission of the payment protection is required within **10** days of contract award.
- (d) The payment protection shall provide protection for the full contract performance period plus a one-year period.
- (e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.
- (f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(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)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

- (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 System for Award Management 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: **N40080-16-P-3033**

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

**Invoice**

(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.

**Inspection – N44198**

**Acceptance – N44198**

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.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N68732

Issue By DoDAAC	N44198
Admin By DoDAAC	N44198
Inspect By DoDAAC/Ext	N44198
Ship To Code	"LEAVE BLANK"
Ship From Code	"LEAVE BLANK"
Mark For Code	"LEAVE BLANK"
Service Approver (DoDAAC)	"LEAVE BLANK"
Service Acceptor (DoDAAC)	"LEAVE BLANK"
Accept at Other DoDAAC	"LEAVE BLANK"
LPO DoDAAC/Ext	N44198
DCAA Auditor DoDAAC	"LEAVE BLANK"
Other DoDAAC(s)	"LEAVE BLANK"

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(\*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.

Program Analysis: Quade Miller [quade.miller@navy.mil](mailto:quade.miller@navy.mil)

(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.

Program Analysis: Quade Miller [quade.miller@navy.mil](mailto:quade.miller@navy.mil)

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

(End of clause)

5252.201-9300 Contracting Officer Authority (JUN 1994)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed or increases the scope of work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

(END OF CLAUSE)

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 **120** days from the date of award, regardless of when performance and payment bonds or deposits in lieu of surety are executed. (End of clause)

**5252.236-9303 Accident Prevention****ACCIDENT PREVENTION (NOV 1998)**

(a) The Contractor will maintain an accurate record of, and will report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer, all accidents resulting in death, traumatic injury, occupation disease, and damage to property, materials, supplies and equipment incident to work performed under this contract.

(b) Compliance with the provisions of this article by subcontractors will be the responsibility of the Contractor.

(c) Prior to commencement of the work, the Contractor may be required to:

- (1) submit in writing his proposals for effectuating provision for accident prevention;
- (2) meet in conference with representatives of the Contracting Officer to discuss and develop mutual understanding relative to administration of the overall safety program. (End of Clause).

**5252.236-9305****Availability of Utilities.****AVAILABILITY OF UTILITIES (JUN 1994)**

When available, the Government will furnish reasonable amounts of the following utilities for the work to be performed under this contract at no cost to the Contractor. Information concerning the location of existing outlets

may be secured from the OIC. The Contractor shall provide and maintain, at his expense, the necessary service lines from existing Government outlets to the site of work.

None

Contractor Furnished Utilities. In the event that the Government is unable to provide the required types of utilities, the Contractor shall, at his expense, arrange for the required utilities.

Contractor Energy Conservation. The Contractor shall be directly responsible for instructing employees in utilities conservation practices. The Contractor shall be responsible for operating under conditions which preclude the waste of utilities, which shall include:

- a. Lights shall be used only in areas where and at the time when work is actually being performed.
- b. Mechanical equipment controls for heating, ventilation and air conditioning systems will not be adjusted by the workers.
- c. Water faucets or valves shall be turned off after the required usage has been accomplished.

Telephone Lines. Telephone lines for the sole use of the contractor will not be available. Government telephones shall not be used for personal reasons.

Contractor Availability. The contractor shall maintain a telephone at which he or his representative may be reached 24 hours daily. The telephone shall be listed in the contractor's name. If the contractor does not have a local telephone, he shall maintain a toll free emergency telephone (or accept collect calls from authorized Government personnel) at which he or his representative may be reached at night, weekends and holidays. It is mandatory that the contractor or his representative be available to a toll-free telephone 24 hours per day, seven days per week, including holidays. He shall notify the OIC in writing of the mailing address and telephone number within three days after award of this contract and immediately thereafter in the event of change. (End of clause)

5252.237 9302 Site Visit.

#### SITE VISIT (JUL 1995)

- (a) The site will be available for visitation at **9:00 AM on 27 July 2016**. The site visit will begin at the Public Works Building 504 in the **FEAD conference room at 9:00 AM**. After a brief description of the project we will conduct the site visit on Nas Pax River, NRC Solomons, and Webster Field.
- (b) All contractors who do not have base access will need to submit a contractor base access request to dolly.garrison1@navy.mil by 26 July 2016. Contractor base access request forms will be uploaded to the NECO website.
- (c) It can take up to an hour or more to gain access to the base so plan accordingly.
- (d) Visitors may be required to present documentation evidencing personal identification and firm affiliation.
- (e) If a US citizen is born abroad processing takes 72 hours/3 business days. Please attach a copy of their supporting documentation i.e. US passport, Certificate of Naturalization, or Birth certificate of Born Abroad. Naturalized citizen requests can also take up to 3 business days for processing.

(f) Foreign National base access processing can take up to two weeks or 10 business days. They must be approved by OPSEC before a visit can be scheduled. When submitting foreign nationals, please ensure that you submit a legible copy of their supporting documentation i.e. employment authorization card, permanent resident card, or working visa. Foreign Nationals must be escorted. They will not be able to obtain a vehicle pass.

(g) Each escort MUST be a US citizen and is required to read the Escort Acknowledgement brief and complete the top portion of the escort form. Escort processing can take 3-5 business days.

(h) Early submission of the BASICS form is appreciated and will ensure party access to the facility.

(End of clause)

**5252.242-9300 Government representatives.**

**GOVERNMENT REPRESENTATIVES (OCT 1996)**

The contract will be administered by an authorized representative of the Contracting Officer. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract. The authorized representative as indicated hereinafter:

X The Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or task/delivery orders.

The designated Property Administrator is the Administrative Contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration. (End of clause)

**5252.242-9305**

**Performance Conference.**

**PRE-PERFORMANCE CONFERENCE (JUL 1995 )**

Within **15** days of contract award, prior to commencement of the work, the Contractor will meet in conference with representatives of the Contracting Officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work. (End of clause)