

<b>REQUEST FOR QUOTATIONS</b> <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE 1 OF 51 PAGES	
1. REQUEST NO. N40085-15-Q-7549	2. DATE ISSUED 14-May-2015	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING		
5a. ISSUED BY NAVFAC MID ATLANTIC PWD PHILADELPHIA 4921 S. BROAD STREET BLDG 1, 2ND FLOOR PHILADELPHIA PA 19112			6. DELIVER BY (Date) <b>SEE SCHEDULE</b>			
5b. FOR INFORMATION CALL: (Name and Telephone no.)(No collect calls) SHANNON MACK 215-897-3495			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input 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) 21-May-2015						
<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 quoter. 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 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Replace 2 hot water tanks FFP FOB: Destination	1	Each		

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NET AMT

CONTRACT INFO

**CONTRACT DETAILS FOR OFFERORS**

1. Estimated Magnitude: Between \$100,000 and \$250,000
2. NAICS Code: 238220, small business size standard \$15.0 mil
3. Acquisition is pursued as a set aside for 100% Small Business
4. This is a Firm Fixed Price Construction Contract (Davis Bacon Wages will be applicable).
5. Quote Acceptance Period: 120 Calendar Days
6. Period of Performance: 30 days after date of award

B.1 Contract Title: ; Remove and replace existing hot water tanks at the Naval Support Activity - Philadelphia, Philadelphia.

B.2 Type of Contract: This is a Firm Fixed Price Construction type contract.

B.3 Set-Aside: This procurement is being offered for competition to 100% Small Business

B.4 NAICS Code: The NAICS Code assigned to this procurement is 238220 with a small business size standard of \$15,000,000.00.

B.5 Wage Determination (Service)/Davis Bacon Act (Construction): Davis Bacon Act wages are included in this solicitation. Refer to Section 0800

B.6 Bid Guarantee/Bonding Requirements: Bid Bond is not required for this procurement. A payment bond will be required.

B.7 Period of Performance: The period of performance will be 30 days after the date of contract award..

Request For Quote (RFQ) Files

This solicitation is being issued electronically and can be accessed on <https://www.neco.navy.mil> or <https://www.fbo.gov/>. However, ALL amendments will be posted on NECO and shall be filtered down to FBO. The offerors are cautioned to ALWAYS check NECO and register with NECO as this is the PRIME location that

the solicitation and all amendments are posted.

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

**Unprotected editable file copies of the RFQ documents including: Word, Excel and/or .pdf files (Adobe Acrobat Files) will not be provided. Please plan accordingly.**

A site visit will be scheduled however; the site visit is NOT mandatory for contract award but is encouraged. If the offeror attends the site visit, it will be at your own expense. The Government will not compensate or be responsible for any associated costs of the optional site visit.

NOTE: The site visit log will NOT be made available to contractors nor will it be posted onto the NECO or FBO websites.

**GOVERNMENT POINTS OF CONTACT FOR THIS PROJECT ARE:**

Contract Specialist

Ms. Shannon Lutes, (215) 897-3495

Email: [shannon.lutes@navy.mil](mailto:shannon.lutes@navy.mil)

Contract Specialist (Secondary POC)

Mr. Aaron Koumaras, (215) 897-6087

Email: [aaron.koumaras@navy.mil](mailto:aaron.koumaras@navy.mil)

NOTE: ALL TECHNICAL INQUIRIES SHALL BE ADDRESSED TO SHANNON LUTES AT THE ABOVE EMAIL ADDRESS, PLEASE ATTACH ALL INQUIRIES AS WORD DOCUMENTS. ALL REQUESTS FOR INFORMATION ARE DUE ON OR BEFORE **10 JUNE 2015** .

Contracting Officer

Ms. Esther Edinborough

(215) 897-2323

Email: [esther.edinborough@navy.mil](mailto:esther.edinborough@navy.mil)

INSPECTION

**RFQ**

**THE REQUEST FOR QUOTE (RFQ) IS DUE ON OR BEFORE 16 JUNE 2015 AT 3:00PM EASTERN TIME. THE QUOTE MAY BE MAILED (HARD COPY) AND/OR HAND CARRIED TO: NAVFAC MIDLANT PWD PA, 4921 S. BROAD ST., BLDG 1, 2<sup>ND</sup> FLOOR, ATTN: SHANNON LUTES - CONTRACTS, PHILADELPHIA, PA 19112.**

**INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A

SPECIFICATIONS

**SPECIFICATIONS AND CONDITIONS**

**SECTION 1: GENERAL**

**1.1 GENERAL DESCRIPTION:** Remove and replace existing hot water tanks at the Naval Support Activity - Philadelphia, Philadelphia, PA. Refer to Section 2 for detailed description of work to be performed.

**1.2 LOCATION:** Naval Support Activity - Philadelphia, Building 5, Philadelphia, PA 19111. 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 no later than 14 days after Notice to Proceed. The time stated for completion shall include final clean up of the premises. 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.

**1.4 GOVERNMENT REPRESENTATIVE:** The Government Quality Assurance Representative, who is a representative of the Officer in Charge, NAVFAC Contracts. All work activities, and scheduling shall be coordinated through this government representative.

**1.5 PAYMENT:** Will be made in one lump sum after completion and acceptance of the work by the Government Inspector.

**1.6 GOVERNMENT FURNISHED MATERIALS/UTILITIES:** The Government will furnish the following utility services at existing outlets, for use as may be required for the work to be performed under the contract: electricity and fresh water. Information concerning the location of existing outlets may be obtained from the Contracting Officer. The Contractor shall provide and maintain, at his/her expense, the necessary service lines from existing Government outlets to the site of the work.

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.

**1.7 PROSECUTION OF WORK:** Work shall be performed during normal duty hours 0630-1800, Monday through Friday. No work shall be performed after normal duty hours or on Government holidays unless authorized by the Officer in Charge, NAVFAC Contracts.

**1.8 CONTRACTOR'S PRODUCTION REPORT:** The Contractor is required to submit a "Contractor Production Report" on the form furnished by the Quality Assurance Representative for this purpose. The form shall be completed daily and be provided to the Quality Assurance Representative, or delivered to the Office of NAVFAC Contracts, by 10:00 AM the following day. Reports may be faxed to 215-897-6932.

**1.9 CLEAN-UP OF SITE:** Shall be performed on a daily basis. The Contractor shall remove all debris generated by the work off station. Contractors are not permitted to use Government dumpsters or other Contractor dumpsters for disposal of debris.

**1.10 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.

**1.11 SUBMITTALS:**

**The Contractor shall submit the following within 10 days after award:**

- 1.11.1 Activity Hazard Analysis in accordance with EM 385-1-1. See Attachment 1 for blank form and sample. See paragraph 3.6.2 for additional information.
- 1.11.2 Mobile Construction Equipment Checklist
- 1.11.3 New Lift Ops
- 1.11.4 Cut sheet with specifications for the new tanks and associated equipment
- 1.11.5 Work Schedule
- 1.11.6 Warranty (minimum twenty year)

Submittals will be approved by the OIC, NAVFAC Contracts or his representative prior to the start of work.

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

**1.13 LIST OF ATTACHMENTS:**

- 1.13.1 Attachment 1: Activity Hazard Analysis worksheet.
- 1.13.2 Attachment 2: Mobile Construction Equipment Checklist
- 1.13.3 Attachment 3: Site map
- 1.13.4 Attachment A: New Lift Ops

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

**SECTION 2: DETAILED DESCRIPTION:** The Contractor shall provide all labor, material, tools, equipment, supplies and supervision to perform the following work. *All work shall be performed in accordance with EM 385-1-1.*

- 2.1 Apply, monitor and remove (upon completion of work) proper lockout and tag out devices in accordance with the U. S. Army Corps of Engineers Safety and Health Requirements Manual, EM-385-1-1. Coordinate all Lockout/Tag out control activities with the Government Quality Assurance Representative or other designated Government representative.
- 2.2 At NSA-P Building 5D mechanical room, the Contractor shall remove two existing hot water tanks. The existing domestic water tank is a 600 gallon tank and the other existing tank is a hot soft water tank that is approximately 300 gallon tank based on information contained on existing blueprints. **The Contractor shall verify locations and sizes during the site visit.**
- 2.3 The existing hot water tanks shall not be removed until the new replacement tanks are on site.
- 2.4 The new hot domestic water heating tank shall have a storage capacity of 150 gallons with a rating of ASME Section VIII 150 psi. The tank shall be glass lined or made of an AquaPLEX material (PVI Industries Duplex Alloy Process). The tank shall also have a (three) 3" fiberglass insulation with a 22 gauge metal jacket. The heating element shall be capable of providing 150 gallons per hour from a temperature range of 40 to 140 degrees Fahrenheit with 15 pounds of steam pressure in the tube bundles. The tubes shall be single wall copper or 90/10 copper-nickel in a U-bend configuration with a rating of ASME Section VIII 150 psi. The new tank shall have the following trim: Control valve (2 way air operated and sized by manufacturer), Tank Temperature Gage (degrees Fahrenheit), Steam Pressure Gage (psi), Pressure Relief valve (sized by manufacturer), Drain valve (sized by manufacturer), Strainers (sized by manufacturer) and traps (sized by manufacturer).
- 2.5 The new hot soft water heating tank shall have a storage capacity of 250 gallons with a rating of ASME Section VIII 150 psi. The tank shall be glass lined or made of an AquaPLEX material (PVI Industries Duplex Alloy Process). The tank shall also have a (three) 3" fiberglass insulation with a 22 gauge metal jacket. The

heating element shall be capable of providing 350 gallons per hour from a temperature range of 40 to 180 degrees Fahrenheit with 15 pounds of steam pressure in the tube bundles. The tubes shall be single wall copper or 90/10 copper-nickel in a U-bend configuration with a rating of ASME Section VIII 150 psi. The new tank shall have the following trim: Control valve (2 way air operated and sized by manufacturer), Tank Temperature Gage (degrees Fahrenheit), Steam Pressure Gage (psi), Pressure Relief valve (sized by manufacturer), Drain valve (sized by manufacturer), Strainers (sized by manufacturer) and traps (sized by manufacturer).

2.6 Both new tanks shall have a twenty (20) year minimum warranty.

2.6 The Contractor shall perform clean-up of the site on a daily basis and dispose of all debris and materials according to government regulations.

### **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. The Contractor superintendent shall represent the Contractor's interests at all meetings of the activity's Energy Conservation and Resource Management Committee. Use of high energy consuming tools or equipment will 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. The Activity Environmental Protection Coordinator or other authorized officials may inspect any of the facilities operated or maintained by the Contractor at any time and without prior notice. 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.

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 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. Hard hat 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.

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 manufacturers' 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 wrist watches) shall not be worn while working with any power tools.

Guarding – Power tools designed to accommodate guards shall be equipped with such guards:

- a. All guards must be functional.
- b. Reciprocating, rotating, and moving parts of equipment shall be guarded if exposed to contact by 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 fire extinguishers at the work site to guard against potential fires.

3.6.1.10 Fuel-powered tools: When fuel-powered tools are 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 (Attachment 2) 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 PENNSYLVANIA ONE CALL at 1-800-242-1776 ([www.paonecall.org](http://www.paonecall.org)) before digging.

3.6.1.13 Confined Space: For Confined Space areas follow procedures outlined in Section 06.I of EM-385-1-1.

### 3.6.2 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.

### 3.6.3 Accident Reports and Notifications:

3.6.3.1 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.

3.6.3.2 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.

3.6.3.3 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. Lose 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. above.

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

3.6.5 The Contractor's work space 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 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.

3.6.6 If the Contractor fails or refuses to promptly comply with safety requirements, the Contracting Officer 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.

3.6.7 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 shall obtain the required employee and vehicle passes. The Contractor shall, prior to the start of the contract, submit to the Contracting Officer an estimate of the number of personnel expected to be utilized at any one time on the contract. The Government will issue badges without charge. Each employee shall wear the Government issued badge over the front of the outer clothing. When an employee leaves the Contractor's service, the employee's pass and badge shall be returned within three calendar days. Passes and badges issued to Contractor employees shall not negate the requirement for employee identification required in the "IDENTIFICATION OF CONTRACTOR EMPLOYEES" paragraph.

### **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** No employee or representative of the Contractor will be admitted to the site of work unless he furnishes satisfactory proof that he is a citizen of the United States.

**3.8.6** All Contractor/subcontractor employees working under this contract shall be identified by a distinctive name plate, 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 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.

**3.11 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.

**3.12 Environmental Management System Awareness Training:**

The Superintendent/QC Manager is responsible for environmental compliance on projects unless an Environmental Manager is named. The Superintendent/QC Manager (and alternate QC Manager) or Environmental Manager shall complete ECATTS training prior to starting respective portions of on-site work under this contract. If personnel changes occur for any of these positions after starting work, replacement personnel shall complete ECATTS training with 14 days of assignment to the project.

Submit an ECATTS certificate of completion for personnel who have completed the required "Environmental Compliance Assessment Training and Tracking System (ECATTS)" training. This training is web-based and can be accessed from any computer with Internet access using the following instructions.

Register for NAVFAC Environmental Compliance Assessment Training and Tracking System, by logging on to <http://navfac.ecatts.com/>. Obtain the password for registration from the Contracting Officer.

This training has been structured to allow contractor personnel to receive credit under this contract and also to carry forward credit to future contracts. Contractors shall ensure that the Superintendent/QC Manager (and alternate QC Manager) or Environmental Manager review their training plans for new modules or updated training requirements prior to beginning work. Some training modules are tailored for specific State regulatory requirements; therefore, Contractors working in multiple states will be required to re-take modules tailored to the state where the contract work is being performed.

ECATSS is available for use by all contractor and subcontractor personnel associated with this project. These other personnel are encouraged (but not required) to take the training and may do so at their discretion.

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY REFERENCE

52.204-7

System for Award Management

JUL 2013

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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

(d) Taxpayer Identification Number (TIN).

\_\_\_ TIN:.....

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

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

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

\_\_\_ Sole proprietorship;

- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other-----

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238220.

(2) The small business size standard is \$15.0M.

(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) 52.214-14, 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.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 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.

(x) 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.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 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.

(xiii) 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.

(xiv) 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.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 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 \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 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.

(xxi) 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 certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

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

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

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

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

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

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(vii) 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)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.211-13	Time Extensions	SEP 2000
52.222-3	Convict Labor	JUN 2003
52.222-7	Withholding of Funds	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
52.222-26	Equal Opportunity	APR 2015
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-99 (Dev)	Establishing a Minimum Wage for Contractors (Deviation 2014-O0017)	JUN 2014
52.226-5	Restrictions on Subcontracting Outside Disaster or Emergency Area	NOV 2007
52.228-15	Performance and Payment Bonds--Construction	OCT 2010
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-27	Prompt Payment for Construction Contracts	MAY 2014
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
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
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
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
52.249-1	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
252.204-7006	Billing Instructions	OCT 2005
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

## 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 of award, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 30 days after contract award . \* The time stated for completion shall include final cleanup of the premises.

(End of clause)

### 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 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)

### 52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (APR 2015)

(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 (June 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 (FEB 2006) (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) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(vii) 52.222-6, Subcontracts for Commercial Items (Apr 2015).

(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 (July 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 (March 2, 2015)

(ix) 52.253-1, Computer Generated Forms (Jan 1991).

(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 (July 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at \$25,000 or more).

(ii) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2014) (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 (JUL 2014) (38 U.S.C. 4212) (applies to contracts of \$100,000 or more).

(v) 52.222-36, Equal Employment for Workers with Disabilities (July 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 (JUL 2014) (38 U.S.C. 4212) (applies to contracts of \$100,000 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 (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627) (Applies to all solicitations and contracts).

(B) Alternate I (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 2014) (E.O. 13658).

(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 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 83) (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) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (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.)

(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 (Aug 2013) (Applies to contracts over \$30,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 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://farsite.hill.af.mil/>

(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)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014) - ALTERNATE I (MAY 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238220

(2) The small business size standard is \$15.0M.

(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) Representations. (1) The offeror represents as part of its offer that it ( \_\_\_ ) is, ( \_\_\_ ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( \_\_\_ ) is, ( \_\_\_ ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( \_\_\_ ) is, ( \_\_\_ ) is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that--

(i) It ( \_\_\_ ) is, ( \_\_\_ ) is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ \_\_\_ ] is, [ \_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ---- \_\_\_ -----.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that--

(i) It ( \_\_\_ ) is, ( \_\_\_ ) is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ \_\_\_ ] is, [ \_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ---- \_\_\_ -----.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( \_\_\_ ) is, ( \_\_\_ ) is not a veteran-owned small business concern.

(7) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.) The offeror represents as part of its offer that it ( \_\_\_ ) is, ( \_\_\_ ) is not a service-disabled veteran-owned small business concern.

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

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

(ii) It ( \_\_\_ ) is, ( \_\_\_ ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_ .) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(9) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

Black American.

Hispanic American.

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

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

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

Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

Veteran-owned small business concern means a small business concern--

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

"Women-owned small business concern," means a small business concern --

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

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

- (1) Contracts that have been totally set aside or reserved for small business concerns; and
- (2) Orders set aside for 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 small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(d) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

#### 52.222-6 CONSTRUCTION WAGE RATE REQUIREMENTS (MAY 2014)

(a) Definition.—“Site of the work”—

(1) Means—

(i) *The primary site of the work.* The physical place or places where the construction called for in the contract will remain when work on it is completed; and

(ii) *The secondary site of the work, if any.* Any other site where a significant portion of the building or work is constructed, provided that such site is—

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—

(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

(ii) They are adjacent or virtually adjacent to the “primary site of the work” as defined in paragraph (a)(1)(i), or the “secondary site of the work” as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the “site of the work.” Such permanent, previously established facilities are not a part of the “site of the work” even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b)(1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll

deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Construction Wage Rate Requirements statute on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Construction Wage Rate Requirements statute poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(c)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division  
Employment Standards Administration  
U.S. Department of Labor  
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to paragraphs (c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Construction Wage Rate Requirements statute have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(End of clause)

#### 52.222-8 PAYROLLS AND BASIC RECORDS (MAY 2014)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) (Construction Wage Rate Requirement statute)), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Construction Wage Rate Requirements, that the wages of any laborer or mechanic include the amount of any costs reasonably

anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B), the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph(a) of this clause, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be obtained from the U.S. Department of Labor Wage and Hour Division website at <http://www.dol.gov/whd/forms/wh347.pdf>. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Contracting Officer, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Prime Contractor to require a subcontractor to provide addresses and social security numbers to the Prime Contractor for its own records, without weekly submission to the Contracting Officer.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(End of clause)

52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (MAY 2014)

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

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4) such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if--

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows: none

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
-----			
Item 1			
Foreign construction material....	.....	___	.....
Domestic construction material...	.....	___	.....
Item 2			
Foreign construction material....	.....	___	.....
Domestic construction material...	.....	___	.....
-----			

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for--  
**Tuesday May 26<sup>th</sup> 2015 at 10:00 AM ET.**

(c) Participants will meet at--  
700 Robbins Ave Philadelphia, Pa 19111 at the Pass Office

**ADDITIONAL SITE VISIT INFORMATION:**

1. The site visit will be held on **26 May 2015**. Parties interested in attending the site visit shall meet at 9:45 AM EASTERN TIME at the Pass Office, NAVAL SUPPORT ACTIVITY( NSA) Philadelphia, PA for contractor briefing. The site visit will immediately follow.
2. If you plan on attending, you MUST notify Mr. John Potts, Engineering Technician; [john.potts@navy.mil](mailto:john.potts@navy.mil) by email **no later than 22 May 2014 at 12:00 PM Eastern Time.**
3. Your email MUST contain the names of the personnel attending. All personnel attending the site visit MUST, , bring with them a valid picture ID. In order to park in the parking lot at the Pass Office you will need current driver's license, proof of insurance and registration.
4. If contractor personnel, show up for the site visit that are NOT on the list provided to the contract specialist per instructions above, they WILL NOT be able to attend the site visit.

Attendees should be aware that no answers will be provided to verbal questions asked during the site visit.

Attendees are requested to provide all questions that they may have during the site visit be in written format and emailed to the contract specialist, Shannon Lutes at [shannon.lutes@navy.mil](mailto:shannon.lutes@navy.mil). Please submit written questions no later than 13 March 2015 at 3:00 PM ET. The answers to the questions will be posted as an amendment to the RFP on [www.neco.navy.mil](http://www.neco.navy.mil). No hard copies will be sent out to contractors.

In addition, the list of the site visit attendees will not be made available. Contractors are encouraged to register as an Interested Vendor on the Navy Electronic Commerce Online, [www.neco.navy.mil](http://www.neco.navy.mil), with the specific solicitation of interest.

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

Reminder: It is the contractor's responsibility to check the NECO website, [www.neco.navy.mil](http://www.neco.navy.mil) for all amendments to the subject solicitation.

(End of provision)

#### 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:

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

Navy Construction / Facilities Management Invoice

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

Philadelphia, PA

(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	N40085
Admin DoDAAC	N40085
Inspect By DoDAAC	N69178
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	N69178
LPO DoDAAC	N69178
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

(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.

(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.

Neilda Williams 215-897-8879 [neilda.rentas-willia@navy.mil](mailto:neilda.rentas-willia@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, 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.

## 5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. The Contractor shall not incorporate its products or services in such statement of work or specification unless so directed in writing by the Contracting Officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractor's or consultants' agreements concerning the performance of this contract.

## 5252.228-9305 NOTICE OF BONDING REQUIREMENTS (DEC 2000)

Within 15 days of 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.

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

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.

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

## 5252.236-9301 SPECIAL WORKING CONDITIONS AND ENTRY TO WORK AREA (OCT 2004)

The Government under certain circumstances may require denial of entry to the work areas under this contract where the Contractor's work or presence would constitute a safety or security hazard to ordnance storage or handling operations. Restrictions covering entry to and availability of the work areas are as follows:

- (a) Entry. Entry to work areas located within the special Security Limited areas, defined as those work areas located within the existing security fence, can be granted subject to special personnel requirements as specified herein and to other normal security and safety requirements. Complete denial of entry to the Limited Area may be required during brief periods of one to two hours (normally) and on rare occasions of two to four hours. For bidding purposes, the Contractor shall assume denial of entry to the work areas in the Limited Area of six 2-hour denials and one 4-hour denial per month.
- (b) Vehicle Delay. The Contractor shall also assume for bidding purposes that, in addition to site denial, each vehicle and/or unit of construction equipment will be delayed during each movement through the security gate, both entering and leaving the limited area. Delays will average \_\_\_\_-\_\_\_\_.
- (b) Operational Considerations. To reduce delay time while preserving required security, the following points should be considered in operational planning:
  - (1) Vehicle Search. Security regulations required that all vehicles, when authorized to enter the Limited Area be thoroughly searched by guard force personnel. Such a search will be required for all vehicle/construction equipment. Accordingly, once a vehicle or unit of construction equipment has been cleared, it may be left in the Limited Area after initial entry has been made. For the period of time authorized the vehicle/equipment left in the Limited Area will be assigned parking areas by the Contracting Officer. The vehicle/equipment must be secured as specified in paragraph entitled "SECURITY REQUIREMENTS." The intent is to reduce the Contractor loss of time at the security gate. No private vehicles will be allowed to enter the Limited Area.
  - (2) Delivery Vehicles. Guard force personnel will inspect vehicles delivering construction materials while the driver is being processed for entry into the Limited Area.. A Security Escort will then escort the driver and vehicle in the Limited Area. To provide this service, delivery schedules should be promulgated in advance and vendors made aware that a reasonable delay can be expected if delivery is other than the time specified. Deliveries after 1600 hours will not be allowed entry into the Limited Area without prior approval of the Physical Security Officer.

## 5252.236-9303 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, occupational 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 understandings relative to administration of the overall safety program.

## 5252.236-9305 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.

Electric - Water - Compressed Air

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 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.

## 5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

a. 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\_1. 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.

X\_2. 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 delivery orders.

\_3. 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.

## Section 00800 - Special Contract Requirements

INSURANCESPECIAL CONTRACT REQUIREMENTS**SECURITY REQUIREMENTS**

- a. The Contractor shall comply with all Activity security requirements. Upon request, the Contractor shall submit the name and address of each employee performing work on this contract and shall have the employees fill out questionnaires and other forms for security.
- b. Neither the Contractor nor any of its 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.
- c. 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.
- d. **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.
- e. 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.

**ACCESS TO BUILDINGS**

- a. It shall be the Contractor's responsibility, through the FEAD, to obtain access to buildings and facilities and arrange for them to be opened and closed.
- b. Keys may be issued to the Contractor; however, it shall be the Contractor's responsibility to arrange for adequate security of the buildings and facilities at the end of each workday.
- c. The Contractor shall be responsible for the cost of replacing any keys that are furnished to and lost by his employees. If the FEAD decides that a lock must be replaced because of the loss of a key by the Contractor's employees, the Contractor shall pay the cost of that replacement. Similarly, the Contractor shall pay the cost of changing a combination if the OIC has reasonable cause to believe that the combination has been compromised by Contractor employees.

**CONTRACTOR EMPLOYEES**

- a. The Contractor shall provide to the Contracting Officer the name(s) of responsible supervisory person(s) authorized to act for the Contractor.
- b. The Contractor shall furnish sufficient personnel to perform all work specified within the contract.
- c. Contractor employees shall conduct themselves in a proper, efficient, courteous, and businesslike manner.

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

e. No employee or representative of the Contractor will be admitted to the site of work unless he furnishes satisfactory proof that he is a citizen of the United States, or, if an alien, his residence within the United States is legal. No employee will be admitted to the CIA unless he is a citizen of the United States.

## INSURANCE

a. The Contractor shall procure and maintain, during the entire period of performance under this contract, the following minimum insurance coverage:

- (1) Comprehensive General Liability: \$500,000 per occurrence.
- (a) Automobile Liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage.
- (b) Workmen's Compensation: As required by Federal and State workers' compensation and occupational disease statutes.
- (c) Employer's liability coverage: \$100,000 except in states where workers' compensation may not be written by private carriers.
- (5) Other as required by state law.

b. Prior to commencement of work, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the state in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer. All certificates of insurance shall contain the following:

**"Should any of the above described policies be canceled or materially altered before the expiration date there of the issuing company will mail 30 days written notice to the certificate holder named to the left."**

c. The Contractor agrees to insert the substance of this clause, including this paragraph (c), in all subcontracts hereunder.

**DAMAGE OR LOSS OF CONTRACTOR'S SUPPLIES AND CONTRACTOR'S EMPLOYEE PROPERTY**

The Contractor is responsible for taking that action necessary to protect his or the Government's supplies, materials, and equipment and the personal property of his employees from fire, loss, damage, or theft.

**EMPLOYMENT OF NAVY PERSONNEL RESTRICTED**

In performing this contract, the Contractor will not use as a consultant or employ (on either a full or part time basis) any active duty Navy personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DOD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

**RAPID GATE**

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 current contract period, 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.

**WAGES**

General Decision Number: PA150005 05/08/2015 PA5

Superseded General Decision Number: PA20140005

State: Pennsylvania

Construction Type: Building

County: Philadelphia County in Pennsylvania.

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

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is 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 \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. 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	01/02/2015
1	01/09/2015
2	02/13/2015

3 04/10/2015  
 4 05/01/2015  
 5 05/08/2015

ASBE0014-001 05/01/2015

	Rates	Fringes
Asbestos Workers/Insulator Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems.....	\$ 44.44	31.61

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 BOIL0013-001 01/01/2011

	Rates	Fringes
BOILERMAKER.....	\$ 37.35	30.01

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 BRPA0001-006 06/01/2014

	Rates	Fringes
BRICKLAYER.....	\$ 36.33	23.64

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 BRPA0001-008 05/01/2014

	Rates	Fringes
TILE SETTER.....	\$ 38.36	22.72

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 BRPA0001-011 06/01/2014

	Rates	Fringes
MASON - STONE.....	\$ 36.48	23.71

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 BRPA0035-001 06/01/2014

	Rates	Fringes
Pointer, caulker and cleaner.....	\$ 37.76	22.84

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 CARP0454-006 05/01/2014

	Rates	Fringes
PILEDRIVERMAN.....	\$ 40.55	30.62

Footnote: PAID HOLIDAYS: Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (provided the employee works the day before the holiday and the day after the holiday).

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 \* CARP0845-001 05/01/2015

	Rates	Fringes
Carpenter/Lather.....	\$ 42.65	25.79

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 CARP1823-001 05/01/2014

	Rates	Fringes
FLOOR LAYER: Carpet.....	\$ 41.51	25.99

\* CARP1906-001 05/01/2015

	Rates	Fringes
MILLWRIGHT.....	\$ 37.26	30.24

\* ELEC0098-003 05/03/2015

	Rates	Fringes
ELECTRICIAN.....	\$ 52.85	32.78

ELEV0005-001 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 51.62	28.385

FOOTNOTES FOR ELEVATOR MECHANICS:

A. PAID VACATION: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% for 6 months to 5 years of service.

B. Eight Paid Holidays (provided employee has worked 5 consecutive days before and the working day after the holiday): New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day.

\* ENGI0542-002 05/01/2014

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 41.81	26.05
GROUP 1a.....	\$ 44.82	26.93
GROUP 2.....	\$ 41.57	25.97
GROUP 2a.....	\$ 44.56	26.87
GROUP 3.....	\$ 37.48	24.77
GROUP 4.....	\$ 37.18	24.68
GROUP 5.....	\$ 35.46	24.17
GROUP 6.....	\$ 34.47	23.88

FOOTNOTE: A. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day and Christmas Day

\*\*\*TOXIC/HARARDOUS WASTE REMOVAL\*\*\*

Add 20 per cent to basic hourly rate for all classifications

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Handling steel and stone in connection with erection, cranes doing hook work, any machine handling machinery, helicopters, concrete pumps building machines similar to the above, including remote control equipment.

GROUP 1a: Machines handling steel, or the functional

equivalent, and stone in connection with erection 15 ton and over factory rating; Cranes doing hook work 15 ton and over factory rating; Any machines handling machinery; High Rail/Burro Crane 15 ton and over factory rating; Rail Loader (Winch Boom Type) 15 ton and over factory rating; Concrete Pumps (Building) 120 feet of Boom length or less (200 yard pour or less); Machines similar to above, including remote control equipment; Equipment in this Wage Group that does not require an oiler.

GROUP 2: All types of cranes, All types of backhoes, Cableways, Draglines, Keystones, all types of shovels, Derricks, Pavers 21E and over, Trenching machines, Trench shovel, Gradalls, Front-End loaders, Boat Captain, Pippin type backhoes, Tandems scrapers, Towers type crane operation erecting, Dismantling, Jumping or Jacking, Drills (self-contained), (drillmaster type) forklift (20 ft. and over), Moter patrols (fine grade), Batch plant with mixer, Carryalls, Scraper, Trownapulls, Roller (Hith Grade Finishing), Spreaders (asphalt), Bulldozers and Tractors, Mechanic welder, Conveyor loaders (euclid-type wheel), Concrete pump, Milling Machines, Hoist with two towers, Building hoist double drum (unless used as a single drum), Mucking machines in tunnel, All auto grade and concrete finishing machines, Bundle pullers/extractors (tublar), bobcat. side broom, directional boring machines, vermeer saw type machines (other than hand held tractor mounted hydro axe, chipper with boom, all) machine similar to the above including remote control equipment.

GROUP 2a: Crawler backhoes and Crawler gradalls over one cubic yard factory rating; Hydraulic backhoes over one cubic yard factory rating; All types of cranes 15 ton and over factory rating; Cherry picker type machinery and equipment 15 ton and over factory rating; Concrete Pumps (Heavy/Highway); Machines similar to above, including remote control equipment; Equipment in this Wage Group that does not require an oiler.

GROUP 3: Asphalt plant engineers, Well drillers, Ditch witch (small trencher), Motor patrols, Fine grade machines, Ten-ton roller (grade fill stone base), Concrete breaking machines, Guilloline only, Stump grinder, Conveyors (except building conveyors), Fork lift trucks of all types, High pressure boliers Elevator Operator (New Construction) Machine similar to the above, including remote control equipment

GROUP 4: Seaman, Pulverzer form line grader, Farm tractors, road finishing, Concrete spreader, Power broom (self-contained), Seed spreader, Grease truck, toxic/hazardous wate removal rate 20 per cent added to all classifications and machiines similar to the above.

GROUP 5: Compressors pumps, Well point pumps, Welding machines Tireman, Power equipment, Maintenance engineer (power boats), Elevator Operators (Renovations) and machine similar to the above .

GROUP 6: Fireman, Oilers and deck hands (personnel boats), grease truck.

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IRON0401-002 07/01/2014

Rates

Fringes

IRONWORKER, STRUCTURAL AND ORNAMENTAL.....	\$ 44.70	29.10
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IRON0405-002 07/01/2014		

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 40.73	26.60

The following holidays shall be observed and when work is performed thereon it shall be paid for at twice the base rate: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Employees shall be off Christmas Eve Day and receive four hours pay. Employees who have to work on Christmas Eve Day shall work four hours and be paid for eight hours pay for the holiday. Any time worked beyond four hours shall be paid at the double time rate plus the four hours holiday pay. To receive holiday pay, the employee must work the day before Christmas Eve and the first working day after Christmas Day.

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IRON0405-004 07/01/2014

	Rates	Fringes
IRONWORKER (Rigger and Machinery Mover).....	\$ 38.00	25.60

The following holidays shall be observed and when work is performed thereon it shall be paid for at twice the base rate: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Employees shall be off Christmas Eve Day and receive four hours pay. Employees who have to work on Christmas Eve Day shall work four hours and be paid for eight hours pay for the holiday. Any time worked beyond four hours shall be paid at the double time rate plus the four hours holiday pay. To receive holiday pay, the employee must work the day before Christmas Eve and the first working day after Christmas Day.

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LABO0400-001 05/01/2009

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 23.85	21.65
GROUP 2.....	\$ 23.95	21.65
GROUP 3.....	\$ 24.00	21.65
GROUP 4.....	\$ 24.15	21.65
GROUP 5.....	\$ 24.25	21.65
GROUP 6.....	\$ 23.99	21.65
GROUP 7.....	\$ 25.10	21.65
GROUP 8.....	\$ 25.15	21.65
GROUP 9.....	\$ 25.25	21.65
GROUP10.....	\$ 25.40	21.65

LABORERS CLASSIFICATIONS

GROUP 1: Stripping and dismantling concrete form work, loading, carry and handling of all reinforced steel and steel mesh, handling lumber and other building materials, operating jackhammers, paving breakers and all other pneumatic tools, building scaffolds, raking shoveling and tamping of asphalt, spading and concrete pit work, grading,

form pinning, shoring, demolition except burners, laying conduits and ducts, sheathing, lagging, laying nonmetallic pipe and caulking, all other types of laborers

GROUP 2: Mason tender, power buggies, burners on demolition

GROUP 3: Wagon drill operator (single)

GROUP 4: Powdermen, wagon drill operator (multiple), circular caissons excavation: caisson groundmen, underpinning excavation: laborers, working at depth of 8 feet or under

GROUP 5: Caisson bottom man

GROUP 6: Yard workers

GROUP 7: Trackmen, Brakemen, Groutmen, Bottom Shaft Men, and All other Men in Free Air Tunnels

GROUP 8: Form Setters

GROUP 9: Blasters, Driller, Pneumatic Shield Operators

GROUP 10: Asbestos abatement laborers, hazardous waste laborers, and lead abatement laborers

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LABO0413-004 04/01/2014

	Rates	Fringes
Landscape Laborer		
Farm Tractor Driver,		
hydroseeder Nozzleman and		
Mulcher Nozzleman.....	\$ 19.76	21.90+A

FOOTNOTE:  
A. PAID HOLIDAYS: Independence Day, Labor Day, and Thanksgiving Day.

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MARB0001-003 05/01/2012

	Rates	Fringes
MARBLE FINISHER.....	\$ 29.27	20.07
TERRAZZO FINISHER.....	\$ 33.06	19.31
TILE FINISHER.....	\$ 29.77	20.55

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MARB0003-002 05/01/2012

	Rates	Fringes
MARBLE SETTER.....	\$ 35.25	21.95
TERRAZZO WORKER/SETTER.....	\$ 26.40	21.95

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PAIN0021-001 05/01/2014

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 35.38	22.16
Spray, Steel, and Swing.....	\$ 36.63	22.16

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PAIN0021-012 05/01/2014

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 35.23	24.93

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PAIN0252-001 06/01/2008

	Rates	Fringes
Window Tinter.....	\$ 19.85	6.61

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PAIN0252-006 05/01/2012

	Rates	Fringes
GLAZIER.....	\$ 38.35	25.15

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PLAS0008-001 05/01/2014

	Rates	Fringes
PLASTERER.....	\$ 36.00	25.75

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PLAS0592-011 05/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 33.55	29.36

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PLUM0420-008 05/01/2014

	Rates	Fringes
Steamfitter.....	\$ 49.58	28.84

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\* PLUM0690-002 05/01/2015

	Rates	Fringes
PLUMBER.....	\$ 47.38	30.31

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ROOF0030-001 05/01/2014

	Rates	Fringes
Roofers:		
Composition.....	\$ 32.15	28.12+A
Shingles.....	\$ 32.15	28.12+A
Slate and Tile.....	\$ 32.15	28.12+A

FOOTNOTE (Composition Roofer only):  
A. PAID HOLIDAY: Election Day

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\* SFPA0692-001 05/01/2015

	Rates	Fringes
SPRINKLER FITTER.....	\$ 51.35	23.37

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SHEE0019-008 05/01/2014

	Rates	Fringes
SHEET METAL WORKER (Sign Makers & Hangers).....	\$ 23.92	16.72

Sheet metal worker.....\$ 42.95 39.66

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TEAM0107-001 05/01/2014

	Rates	Fringes
TRUCK DRIVER (BUILDING CONSTRUCTION)		
GROUP 1.....	\$ 28.677	15.5575+a+b
GROUP 2.....	\$ 28.777	15.5575+a+b
GROUP 3.....	\$ 29.027	15.5575+a+b
TRUCK DRIVER (SITE PREPARATION, PAVING AND UTILITIES ON BUILDING CONSTRUCTION)		
GROUP 1.....	\$ 28.677	15.5575+a+b
GROUP 2.....	\$ 28.677	15.5575+a+b
GROUP 3.....	\$ 28.677	15.5575+a+b

TRUCK DRIVERS CLASSIFICATIONS (BUILDING CONSTRUCTION)

GROUP 1 - Stake body truck (single axle), 11/2 ton and under vehicles

GROUP 2 - Truck driver over 11/2 tons, dump trucks, tandem and batch trucks, semi-trailers, agitator mixer trucks and dumcrete type vehicle, asphalt distributors, farm tractors when used for transportation, stake body truck (tandem)

GROUP 3 - Euclid type, off-highway equipment - back or belly dump trucks and double-hitched equipment, straddle (ross) carrier, lowbed trailers

TRUCK DRIVERS CLASSIFICATIONS (SITE PREPARATION, PAVING AND UTILITIES ON BUILDING CONSTRUCTION)

GROUP 1 - Stake body truck (single axle), dumpster

GROUP 2 - Dump trucks, tandem and batch trucks, semi-trailers, agitator mixer trucks, and dumpcrete type vehicles, asphalt distributors, farm tractor when used for transportation, stake body truck (tandem)

GROUP 3 - Euclid type, off-highway equipment or bell dump trucks and double hitched equipment, staddle (ross) carrier, low-bed trailers

FOOTNOTE:

A. PAID HOLIDAYS: Memorial Day, Independence Day, Labor Day, Thanksgiving Day and five personal holidays provided employee works at least one day in the three work days before and at least one day in the three work days after the said holiday. Employee earns a personal holiday every two months, provided employee has worked twenty-six day in each consecutive two month period, up to a maximum of five per calendar year. After 130 work days the employee is entitled to all five personal holidays.

B. PAID VACATION: Employee will earn one vacation day for every two months, provided employee has worked twenty-six day in each consecutive two month period, up to a maximum of five vacation days per calendar year. After 130 workdays the employee is entitled to all five days of vacation. Employees with 5 years of seniority, earn an additional week of vacation, accrued in the same way.

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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