

REQUEST FOR QUOTATIONS <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 50 PAGES	
1. REQUEST NO. N40085-15-Q-7607	2. DATE ISSUED 21-Apr-2015	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING DO-C3		
5a. ISSUED BY NAVFAC MID ATLANTIC PWD PENNSYLVANIA MECHANICSBURG SITE 5450 CARLISLE PIKE BLDG 305 MECHANICSBURG PA 17055-0788			6. DELIVER BY (Date) SEE SCHEDULE			
5b. FOR INFORMATION CALL: (Name and Telephone no.) (No collect calls) AARON KOUMARAS 215-897-6087			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) NAVFAC MID ATLANTIC BERNARD RISBON 5455 CARLISLE PIKE BLDG 305F MECHANICSBURG PA 17050-2457 TEL: 717-605-3345 FAX:			
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: (Date) 21-May-2015						
IMPORTANT: 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)
SEE SCHEDULE						
12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS	b. 20 CALENDAR DAYS	c. 30 CALENDAR DAYS	d. CALENDAR DAYS		
	%	%	%	No.	%	
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.						
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	<p>INSTALL DOCK LEVELERS BLDG 107 NSA MECH FFP</p> <p>The offeror shall prepare a construction package for the subject acquisition. The offeror shall provide all labor, material, equipment and supervision to install two dock levelers and bumpers outside loading dock, section A-26 and A-28 at NSA Mechanicsburg, PA.</p> <p>REFER TO SPECIFICATIONS AND CONDITIONS IN SECTION 00100 FOR FURTHER INSTRUCTIONS. FOB: Destination</p>	1	Dollars, U.S.		

NET AMT

CONTRACT INFORMATION**SOLICITATION NUMBER: N40085-15-Q-7607**

TITLE: INSTALL TWO DOCK LEVELERS AND BUMPERS FOR BUILDING 107 OUTSIDE LOADING DOCK, SECTION A-26 AND A-28 AT THE NAVAL SUPPORT ACTIVITY MECHANICSBURG, PA

NOTE: THIS ACQUISITION IS SET ASIDE 100% FOR SMALL BUSINESS CONCERNS.

- a. Estimated Construction Magnitude: Between \$25,000.00 and \$100,000.00.
- b. NAICS Code: 237990, Small Business Size Standard \$36,500,000.00.
- c. Acquisition is set aside 100% for eligible Small Business Concerns
- d. This acquisition will result in the award of a Firm Fixed Price Contract (Davis Bacon Wages apply).
- e. Quotation Acceptance Period: 120 Calendar days
- f. A Bid Bond is not required for this procurement. A payment Bond may be required.
- g. A site visit is scheduled for 6 May 2015 at 10:00 AM ET. 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.
- h. NOTE: The site visit log will NOT be made available to contractors.
- i. The Request for Quotation is due on or before 3 PM ET 21 May 2015. and may be mailed (hard copy) and/or hand carried to: NAVFAC MIDLANT, PWD, Pennsylvania, 4921 S. Broad Street, Bldg. 1, 2nd Floor, Philadelphia, PA 19112 Attention: Aaron Koumaras
- j. All questions pertaining to the Request for Quotation shall be emailed to Aaron Koumaras, at email aaron.koumaras@navy.mil, no later than 13 May 2015 at 3:00 PM ET.

****OFFERORS ARE ADVISED THAT FUNDING MAY NOT BECOME AVAILABLE. IF FUNDS ARE NOT AVAILABLE, NO AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION. THE OFFEROR WILL NOT BE REIMBURSED FOR ANY EFFORT OR PROPOSAL****

Contractors are encouraged to register as an Interested Vendor on the Navy Electronic Commerce Online, www.neco.navy.mil, with the specific solicitation of interest. It is the contractor's responsibility to check the NECO website, www.neco.navy.mil, for all amendments to the subject solicitation.

BASIS FOR AWARD:

The Contractor shall complete and submit the following information in reference to the RFQ:

1. Complete Standard Form 18, "REQUEST FOR QUOTATIONS" blocks 13 - 16.
2. Provide Pricing for CLIN 0001 located in Section 00010
3. Complete all Representations and Certifications located in Section 00600
4. Acknowledge all amendments (if applicable)
5. The contractor shall register in the System for Award Management (SAM) or be migrated into SAM from the Central Contractor Registration (CCR) database in order to be eligible for award. SAM means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes

GOVERNMENT POINT OF CONTACTS:

PRIMARY POC is CONTRACT SPECIALIST: AARON KOUMARAS, PHONE 215-897-6087, FAX: 215-897- 6932, EMAIL: AARON.KOUMARAS@NAVY.MIL, SECONDARY POC is CONTRACT SPECIALIST SHANNON LUTES, PHONE: 215-897-3495, EMAIL: SHANNON.LUTES@NAVY.MIL

SEE FAR "52.236-27 SITE VISIT" FOR SITE VISIT INFORMATION.

NOTE: REMARKS AND EXPLANATIONS ADDRESSED 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.

SCHEDULE OF SIGNIFICANT EVENTS

- **NOTIFY SITE VISIT POC FOR ATTENDANCE:** 30 APRIL 2015 @ 3 PM ET (see 52.236-27 SITE VISIT for POC)
- **TIME & DATE FOR SITE VISIT:** 6 MAY 2015 @ 10 AM ET (see 52.236-27 SITE VISIT for POC)
- **LAST DATE TO SUBMIT QUESTIONS:** 13 MAY 2015 @ 3 PM ET
- **TIME AND DATE FOR RECEIPT OF QUOTES:** 21 MAY 2015 @ 3 PM ET

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
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DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	75 dys. ADC	1	NAVFAC MID ATLANTIC BERNARD RISBON 5455 CARLISLE PIKE BLDG 305F MECHANICSBURG PA 17050-2457 717-605-3345 FOB: Destination	N45206

Section 00100 - Bidding Schedule/Instructions to Bidders

STATEMENT OF WORK

MAXIMO REFERENCE NUMBER: C3KDXX

CONTRACT NUMBER: N40085-15-M-7607

SPECIFICATIONS AND CONDITIONS

SECTION 1: GENERAL

- 1.1 GENERAL DESCRIPTION:** Install two dock levelers and bumpers. See section 2 for a detailed description.
- 1.2 LOCATION:** NSA, Mechanicsburg PA Building 107, outside loading dock, section A-26 and A-28. 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 60 days after contract award. 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 POINT OF CONTACT:** The Government Quality Assurance Representative, **TBD upon contract award**, who is a representative of the Officer in Charge, NAVFAC Contracts, will be the Government's representative. All scheduling and coordination will be through the Quality Assurance Representative.
- 1.5 PAYMENT:** Will be made in one lump sum after completion and acceptance of the work by the Government Quality Assurance 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 after normal working hours Monday thru Friday. The approval of the Contracting Officer, OIC or assigned Government representative is required for performance of work on weekends. The Contractor shall schedule his/her working hours after 5:00 PM Monday through Friday.
- 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 717-605-3792.
- 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 DUST CONTROL: The amount of dust resulting from performance of this specification shall be controlled to prevent the spread of dust to occupied portions of the site and to avoid creation of a nuisance in the surrounding area. Use of water will not be permitted when it will result in, or create, hazardous or objectionable conditions such as ice, flooding and pollution.

1.12 SUBMITTALS:

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

1.12.1 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.

1.12.2 Machinery and Mobile Equipment Checklist (Attachment 2) in accordance with paragraph 3.6.1.11 (if applicable).

1.12.3 Work schedule

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

1.13 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.

1.15 LIST OF ATTACHMENTS:

1.15.1 Attachment 1: Activity Hazard Analysis.

1.15.2 Attachment 2: Machinery and Mobile Equipment Checklist (if required).

1.15.3 Attachment 3: Contractor Production Report

1.15.4 Attachment 4: NAVFAC Mishap Notification Form

1.15.5 Attachment 5: NSA Mechanicsburg PA Site Map

1.16 PERSONNEL: The Contractor shall provide personnel with the qualifications, technical knowledge, experience and skills required to efficiently perform maintenance cleaning on building duct work systems.

SECTION 2: DETAILED DESCRIPTION: The Contractor shall provide all labor, material, tools, equipment, supplies and supervision to perform the following work:

2.1 Install two (2) hydraulic top of dock levelers with the following specifications:

- Rite-Hite RHH4000 Hydraulic Safe-T-Lip Barrier Dock Leveler – Model: RHH4087 or equivalent
- Size: 7' Wide x 8' Long
- Roll over capacity of 15000 lbs
- Lip Length 20 inches long / 7 inch High Safe T-Lip Barrier or equivalent
- Safe-T-Strut Maintenance system or equivalent
- Two Steel Face Dock Saver Bumpers with each leveler
- Leveler shall automatically return to safe, stored position if the trailer departs
- Velocity fuse to prevent rapid descent
- Single Push Button
- Twelve Month Customer Satisfaction Guarantee
- 10 Year Money back Structural and Hydraulic Guarantee
- Reconnect to existing power
- Replace levelers support curb angles / surrounding support framework

2.1.4 Install Dock Lock Hook Restraint at each location with the following specifications:

- Install Rite-Hite RHR-5000 Dok-Lok Shadow Hook Restraint or equivalent.
- Off ground storage and automatic positioning
- Audible alarm and coded override
- Self-diagnostic control box
- LED lights with color lenses to prevent miscommunications
- Twelve month customer satisfaction guarantee
- Five (5) Year Warranty
- Provide open dock mounting mast for lights and controls
- Provide all control wiring from a disconnect, single phase main power within 10' of loading dock

2.2 The building / work environment conditions and requirements are as follows:

The location for this job is just outside an active warehouse on a loading dock, with a good amount of fork lift and tractor trailer traffic. The Contractor shall perform all operations between 0700-1600 Monday – Friday.

2.3 All collected waste materials and debris shall be disposed of off-site in accordance with all Federal, State and Local 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 shall 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. **Prior to disposal of any hazardous waste, the Contractor shall obtain approval from the Contracting Officer.**

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

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

Use, inspection and maintenance:

- a. Hand and power tools shall be used, inspected, and maintained in accordance with the manufacturer's instructions and recommendations and shall be used only for the purpose for which designed.
- b. Hand and power tools shall be inspected, tested, and determined to be in safe operating condition before use. Continued periodic inspections shall be made to assure safe operating condition and proper maintenance.
- c. Hand and power tools shall be in good repair and with all required safety devices installed and properly adjusted. Tools having defects that will impair their strength or render them unsafe shall be removed from service.
- d. Loose and frayed clothing, loose long hair and dangling jewelry (including dangling earrings, chains and 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.

3.6.1.4 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.

3.6.1.5 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.

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

3.6.1.7 Sanitation Requirements: Provide drinking water and toilets as needed for personnel.

3.6.1.8 Fire protection: Provide adequate fire protection equipment 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 the Machinery and Mobile equipment checklist (Attachment 2) for any mobile equipment 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 or (www.paonecall.org) before digging.

3.6.1.13 Confined Space: For Confined Space areas follow procedures outlined in Section 34 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. Obtain access to the installation by participating in the Navy Commercial Access Control System (NCACS) or by obtaining passes each day from the Base Pass and Identification Office. Costs for obtaining passes through the NCACS are the responsibility of the Contractor. One-day passes, issued through the Base Pass and Identification Office, will be furnished without charge.

Furnish a completed EMPLOYMENT ELIGIBILITY VERIFICATION (DHS FORM I-9) form for all personnel requesting badges. This form is available at <http://www.uscis.gov/portal/site/uscis> by searching or

selecting Employment Verification (Form I-9). Immediately report instances of lost or stolen badges to the Contracting Officer.

a. **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. Contractors should be aware that the costs incurred to obtain NCACS credentials, or costs related to any means of access to a Navy Installation, are not reimbursable. Any time invested, or price(s) paid, for obtaining NCACS credentials will not be compensated in any way or approved as a direct cost of any contract with the Department of the Navy.

b. **One-Day Passes:** Participation in the NCACS is not mandatory, and if the Contractor chooses to not participate, the Contractor's personnel will have to obtain daily passes, be subject to daily mandatory vehicle inspection, and will have limited access to the installation. The Government will not be responsible for any cost or lost time associated with obtaining daily passes or added vehicle inspections incurred by non-participants in the NCACS.

The 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 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 237990.

(2) The small business size standard is \$36,500,00.00.

(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)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

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 (b) of this provision.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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; and

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

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237990

(2) The small business size standard is \$36,500.00.

(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.

(c) 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 (c)(1) of this provision.] The offeror represents 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 (c)(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 (c)(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 (c)(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 (c)(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 (c)(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 (c)(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 (c)(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 (c)(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 changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [____] is, [____] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ____ --.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(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 business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 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)

CLAUSES INCORPORATED BY FULL TEXT

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

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 (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The

Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it () is, () is not a small business concern under NAICS Code 237990- assigned to contract number N40085-15-Q-7607.

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-1	Officials Not To Benefit	APR 1984
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	JUN 2010
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-1	Approval of Contract	DEC 1989
52.204-3	Taxpayer Identification	OCT 1998
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	JUL 2013
52.209-5	Certification Regarding Responsibility Matters	APR 2010
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-7	Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	DEC 2014
52.211-5	Material Requirements	AUG 2000
52.211-6	Brand Name or Equal	AUG 1999
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-6	Construction Wage Rate Requirements	MAY 2014
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	MAY 2014
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-16	Approval of Wage Rates	MAY 2014
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2014
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-34	Project Labor Agreement	MAY 2010
52.222-34 Alt I	Project Labor Agreement (May 2010) Alternate I	MAY 2010
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-50	Combating Trafficking in Persons	MAR 2015

52.222-99 (Dev)	Establishing a Minimum Wage for Contractors (Deviation 2014-O0017)	JUN 2014
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-1	Payments	APR 1984
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-27	Prompt Payment for Construction Contracts	MAY 2014
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1	Disputes	MAY 2014
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	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
52.236-13 Alt I	Accident Prevention (Nov 1991) - Alternate I	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
52.236-28	Preparation of Proposals--Construction	OCT 1997
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
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.247-7023	Transportation of Supplies by Sea	APR 2014

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 5 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 75 calendar days from the notice of award. The time stated for completion shall include final cleanup of the premises.

Note Regarding Period of Performance:

- The Period of Performance (POP) for this effort in 60 calendar days after Notice of Award
- The successful Contractor will be provided 15 calendar days to submit the required bonding and insurance documentation.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT**52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)**

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$140.00 for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT**52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (MAR 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 (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (MAR 2007) (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)).

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

(x) 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.)

(xi) 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.)

(xii) 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.)

(xiii) 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.)

(xiv) 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.)

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

(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/vffara.htm>

(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)

52.219-6 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)

52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

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

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and

(3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

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:

(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)

52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2014)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American --Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR

52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 6305 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

**Naval Facilities Engineering
Command Mid-Atlantic PWD PA FEAD
Attn: Aaron Koumaras
4921 S. Broad Street Bldg 1, 2nd Floor Philadelphia, PA 19112**

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

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

Arrangements to visit the site may be made by contacting the Engineering Technician Mr. Darren Risbon at darren.e.valentine@navy.mil. All offerors are instructed to Carbon Copy (CC) Contract Specialist Aaron Koumaras at aaron.koumaras@navy.mil in addition. Site visits are restricted to regular working hours.

Visitors may be required to present documentation evidencing personal identification and firm affiliation.

****NOTE: The site visit is scheduled for 6 May 2015 at 10am ET. If you plan on attending, you MUST notify Mr. Valentine by email no later than 30 April 2015 at 3pm ET for directions and any/instructions related to 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, Aaron Koumaras at aaron.koumaras@navy.mil. All questions that arise during and/or after the site visit shall be sent to the contract specialist at the email address listed above. The time and date for the receipt of questions is: **13 May 2015 at 3pm ET**. The answers to the questions will be posted as an amendment to the RFP on 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, 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, for all Amendments to the subject solicitation.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vffara.htm>

(End of provision)

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/vffara.htm>

(End of clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUNE 2012)

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

- (1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.
 - (2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.
 - (3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.
 - (4) Receiving report means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.
- (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.
- (c) The Contractor may submit a payment request and receiving report using other than WAWF only when--
- (1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

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

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

(End of clause)

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

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

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

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

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

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

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

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

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

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

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

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

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

CONSTRUCTION INVOICE

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

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

DoCAAC: N69178

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

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

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	N45206
Ship To Code	N45206
Ship From Code	NA
Mark For Code	NA
Service Approver (DoDAAC)	N45206
Service Acceptor (DoDAAC)	N45206
Accept at Other DoDAAC	NA
LPO DoDAAC	N45206
DCAA Auditor DoDAAC	NA
Other DoDAAC(s)	NA

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

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

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

NEILDA WILLIAMS

neilda.rentas-willia@navy.mil

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

NEILDA WILLIAMS

neilda.rentas-willia@navy.mil

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

(End of clause)

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow (WAWF) electronic form (see paragraph (b) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250). Two copies of the receiving report (paper copies of either the DD Form 250 or the WAWF report) shall be distributed with the shipment, in accordance with Appendix F, Part 4, F-401, Table 1, of the Defense FAR Supplement.

(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.

5252.223-9300 INSPECTION BY REGULATORY AGENCIES (JUN 1994)

Work performed under this contract is subject to inspection by State and Federal Government Regulatory agencies including those described below.

Permission has been granted by the Navy permitting Federal and State occupational health and safety officials to enter Navy shore installations, without delay and at reasonable times, to conduct routine safety and health investigations. Permission also extends to safety and health investigations based on reports of unsafe conditions. Occupational Health and Safety Administration (OSHA) officials may also investigate accidents or illnesses involving the Contractor's employees. Inspections may also be carried out by the Department of Labor to inspect for compliance with labor laws.

The Contractor shall cooperate with regulatory agencies and shall provide personnel to accompany the agency inspection or review teams. Contractor personnel shall be knowledgeable concerning the work being inspected, and participate in responding to all requests for information, inspection or review findings by regulatory agencies.

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:

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

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

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 15 days 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.

5252.236-9310 RECORD DRAWINGS (Oct 2004)

The Contractor shall maintain at the job site two sets of full-size prints of the contract drawings, accurately marked in red with adequate dimensions, to show all variations between the construction actually provided and that indicated or specified in the contract documents, including buried or concealed construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the final government-accepted drawings. Existing utility lines and features revealed during the course of construction, shall also be accurately located and dimensioned. Variations in the interior utility systems shall be clearly defined and dimensioned; and coordinated with exterior utility connections at the building five-foot line, where applicable. Existing topographic features which differ from those shown on the contract drawings shall also be accurately located and recorded. Where a choice of materials or methods is permitted herein, or where variations in scope or character of methods is permitted herein, or where variations in scope or character of work from that of the original contract are authorized, the drawings shall be marked to define the construction actually provided. The representations of such changes shall conform to standard drafting practice and shall include such supplementary notes, legends and details as necessary to clearly portray the as-built construction. These drawings shall be available for review by the Contracting Officer at all times. Upon completion of the work, both sets of the marked up prints shall be certified as correct, signed by the Contractor, and delivered to the Contracting Officer for his approval before acceptance. Requests for partial payments will not be approved if the marked prints are not kept current, and request for final payment will not be approved until the market prints are delivered to the Contracting Officer.

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

DAVIS BACON WAGE RATE

General Decision Number: PA150109 04/03/2015 PA109

Superseded General Decision Number: PA20140109

State: Pennsylvania

Construction Type: Building

County: Cumberland 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.

Modification Number	Publication Date
0	01/02/2015
1	01/09/2015
2	02/13/2015
3	03/06/2015
4	04/03/2015

ASBE0023-008 07/01/2014

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (MECHANICAL- Duct, Pipe & Mechanical System Insulation).....	\$ 31.90	23.81

BOIL0013-008 04/01/2013

	Rates	Fringes
BOILERMAKER.....	\$ 38.54	31.09

BRPA0005-062 05/01/2014

	Rates	Fringes
BRICKLAYER (Including Pointing, Caulking, and Cleaning).....	\$ 31.08	13.61

CARP0287-016 06/01/2014

	Rates	Fringes
CARPENTER (Drywall Hanging, Metal Stud Installation, Form Work and Scaffold Building Only).....	\$ 27.57	14.28

CARP2237-001 05/01/2014

	Rates	Fringes
MILLWRIGHT.....	\$ 33.17	16.08

ELEC0143-010 06/01/2014

	Rates	Fringes
ELECTRICIAN (Includes Alarm Installation, Installation of Sound and Communication Systems, HVAC/Temperature Controls Installation, and Low Voltage Wiring).....	\$ 28.75	20.43

ELEV0059-004 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 42.20	28.385

FOOTNOTES:

A. Employer contributes 8% of basic hourly rate for 5 years or more of service as vacation pay credit, and 6% of basic hourly rate for less than 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.

ENGI0066-044 07/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Mechanic.....	\$ 28.37	15.66
Pump.....	\$ 25.20	15.66

ENGI0542-032 09/08/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Crane.....	\$ 32.70	22.41
Hoist (Single Drum),		

Forklift (under 20 ft., excludes masonry work).....	\$ 29.49	21.47
Hoist (With Two Towers), Forklift (20 ft and over, excludes masonry work).....	\$ 32.41	22.33
Oiler.....	\$ 27.02	20.75

* IRON0404-014 07/01/2014

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 30.02	27.63

LABO1180-015 05/01/2014

	Rates	Fringes
LABORER		
Mason Tender- Brick.....	\$ 23.41	11.19
Concrete Worker.....	\$ 20.59	11.19
Forklift (Masonry Work Only).....	\$ 24.91	11.19

PAIN0411-005 05/01/2014

	Rates	Fringes
PAINTER (Brush and Roller Only).....	\$ 25.35	12.42

PLUM0520-013 05/01/2014

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation).....	\$ 33.97	21.99

PLUM0520-015 05/01/2014

	Rates	Fringes
PLUMBER (Excludes HVAC Unit Installation).....	\$ 33.97	21.99

SFPA0669-004 01/01/2015

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 34.36	20.37

SHEE0019-017 12/01/2014

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 32.64	30.92

FOOTNOTE: Paid Holiday: Election Day

* UAVG-PA-0016 08/20/2014

	Rates	Fringes
OPERATOR: Bulldozer.....	\$ 37.85	22.72

 SUPA2011-043 08/20/2014

	Rates	Fringes
CARPENTER, Excludes Drywall Hanging and Metal Stud Installation, Form Work, and Scaffold Building.....	\$ 25.71	10.62
CEMENT MASON/CONCRETE FINISHER...	\$ 24.10	15.60
FLOOR LAYER: Carpet Only.....	\$ 25.71	12.02
GLAZIER.....	\$ 25.05	8.58
IRONWORKER, REINFORCING.....	\$ 27.42	22.45
IRONWORKER, STRUCTURAL.....	\$ 25.96	21.20
LABORER: Common/General, Including Landscaping.....	\$ 20.16	8.91
LABORER: Mason Tender - Cement/Concrete.....	\$ 21.99	8.28
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 36.16	16.15
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 26.41	16.58
OPERATOR: Drill.....	\$ 27.43	16.94
OPERATOR: Gradall.....	\$ 32.70	18.43
OPERATOR: Grader/Blade.....	\$ 32.51	17.98
OPERATOR: Hydro Mulch.....	\$ 26.41	16.58
OPERATOR: Loader.....	\$ 27.05	14.52
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 30.39	15.05
PAINTER: Spray Only.....	\$ 27.89	13.53
PLUMBER (HVAC Unit Installation Only).....	\$ 26.67	15.99
ROOFER, Excludes Waterproofing...	\$ 31.00	22.10
ROOFER: Waterproofing Only.....	\$ 28.60	18.02
SHEET METAL WORKER, Excludes		

HVAC Duct Installation.....	\$ 28.98	27.03
TILE FINISHER.....	\$ 20.70	8.51
TILE SETTER.....	\$ 24.30	11.79
TRUCK DRIVER: Dump Truck.....	\$ 20.86	4.84

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)).

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.

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

SPECIAL CONTRACT REQUIREMENTS

SPECIAL 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.
 - (2) Automobile Liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage.
 - (3) Workmen's Compensation: As required by Federal and State workers' compensation and occupational disease statutes.
 - (4) 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

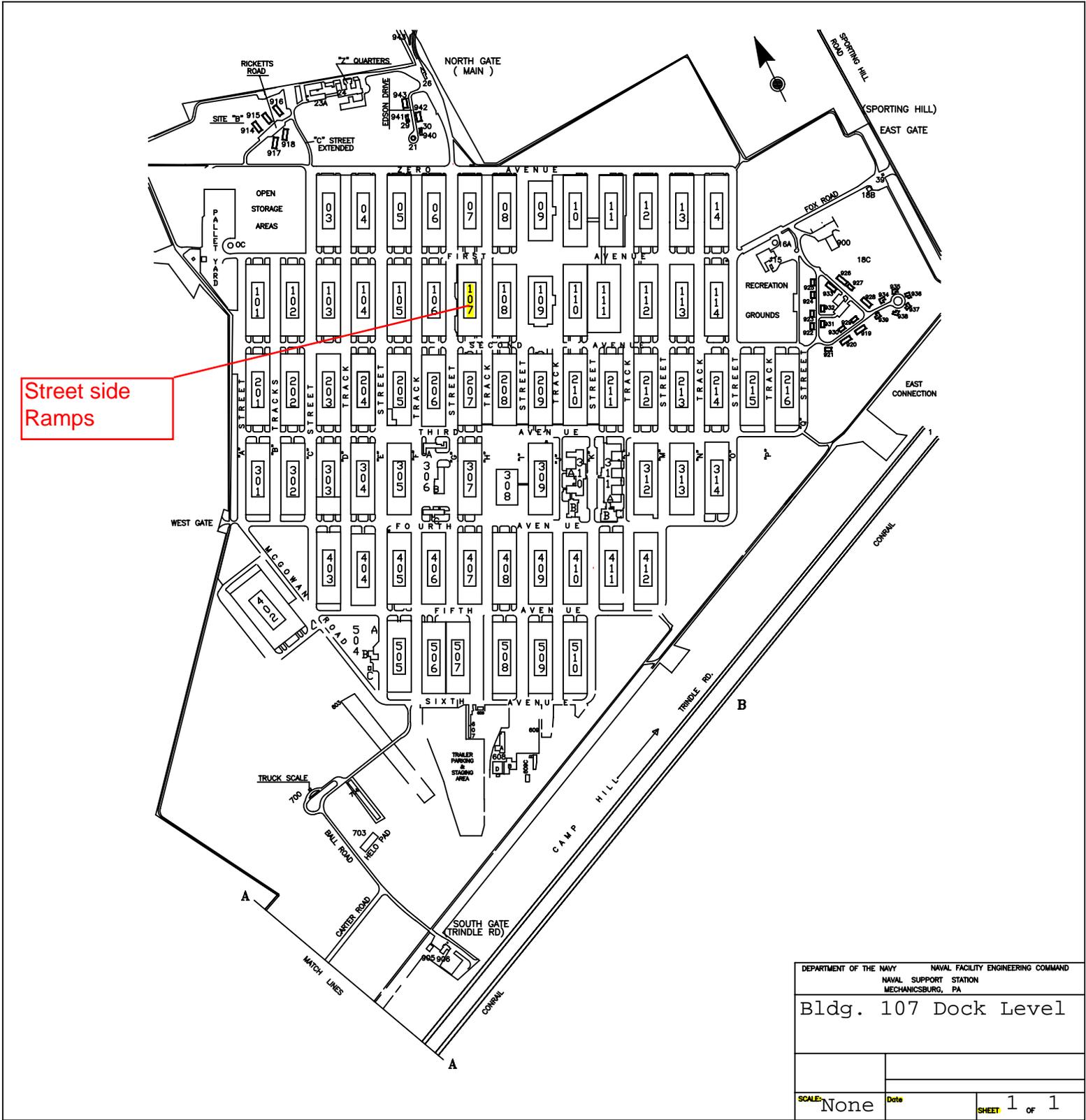
The Contractor is responsible for taking that action necessary to protect his or the Government's supplies, materials, and equipment and the personal property of his employees from fire, loss, damage, or theft.

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.

NAVY COMMERCIAL ACCESS CONTROL SYSTEM (NCACS)

Commander, Navy Installations Command (CNIC), has established the Navy Commercial Access Control System (NCACS), a standardized process for granting unescorted access privileges to vendors, contractors, suppliers and service providers not otherwise entitled to the issuance of a Common Access Card (CAC) who seek access to and can provide justification to enter Navy installations and facilities. Visiting vendors may obtain daily passes directly from the individual Navy installations by submitting identification credentials for verification and undergoing a criminal screening/ background check. Alternatively, if the vendor so chooses, it may voluntarily elect to obtain long-term credentials through enrollment, registration, background vetting, screening, issuance of credentials, and electronic validation of credentials at its own cost through a designated independent contractor NCACS service provider. Credentials will be issued every five years and access privileges will be reviewed/renewed on an annual basis. The costs incurred to obtain Navy installation access of any kind are not reimbursable, and the price(s) paid for obtaining long-term NCACS credentials will not be approved as a direct cost of this contract. Further information regarding NCACS is forthcoming. Naval Support Activity – Mechanicsburg, PA is under NCACS.



Street side Ramps

DEPARTMENT OF THE NAVY		NAVAL FACILITY ENGINEERING COMMAND	
NAVAL SUPPORT STATION		MECHANICSBURG, PA	
Bldg. 107 Dock Level			
SCALE: None		Date	
		SHEET 1 of 1	

**MACHINERY AND MOBILE EQUIPMENT
(BACKHOES, DOZERS, SCRAPERS, EXCAVATORS, LIFT TRUCKS, etc.)**

Contract Name and Number:		Contractor/Subcontractor:		
Government QA:		Location:		
Contractor Inspector:		Date:		
Equipment name and number:				
Complete one checklist for each piece of equipment.		Yes	No	N/A
1. Is the slow moving emblem used on all vehicles which by design move at 25 mph or less on public roads? (08.A.05m)				
2. Are initial and daily/shift inspection records available? (16.A.01 and .02)				
3. When machinery or equipment is found to be unsafe or when a deficiency which affects the safe operation of equipment is observed, is the equipment immediately taken out of service and its use prohibited until unsafe conditions have been corrected? (16.A.03)				
4. Is machinery or equipment operated only by designated qualified personnel? (16.A.04)				
5. Have inspections or determinations of road conditions and structures been made in advance to assure that clearances and load capacities are safe for the passage or placing any machinery or equipment? (16.A.06)				
6. Are seats or equal protection provided for each person required to ride on the equipment? (16.A.07a)				
7. Is equipment operating on streets and highways equipped with headlights, taillights, brake lights, back light, and turn signals (visible from front and rear)? (16.A.07b)				
8. Is all equipment equipped with operable windshield wipers, and defrosting or defogging equipment? (16.A.07c)				
9. Does the unit have an emergency brake which will automatically stop the equipment upon brake failure? Is this system manually operable from the driver's position? (16.A.07d)				
10. Is all maintenance (including preventive maintenance) and repairs done in accordance with the manufacturer's recommendations and is it documented? (16.A.08a)				
11. Has bulldozer and scraper blades, end-loader buckets, dump bodies, and similar equipment been fully lowered or blocked when being repair or when not in use? (16.A.09)				
12. Has adequate ventilation been provided when equipment powered by internal combustion engines is operating in enclosed areas? (16.A.12)				
13. Are all vehicles which will be parked or moving slower than normal traffic on haul roads equipped with a yellow flashing light or flasher visible from all directions? (16.A.13)				
14. Is all mechanized equipment shut down before and during refueling? (16.A.15)				
15. Are all towing devices used on any combination of equipment structurally adequate for the weight drawn and securely mounted? (16.A.16)				
16. Have the wheels been chocked or track mechanisms blocked and the parking brake set when equipment is parked on an incline? (16.A.18)				
17. Are only trained and authorized operators permitted to operate a powered-industrial truck? (16.A.24)				
18. Is training documented, certified and provided in accordance with OSHA 29 CFR 1910.178				
19. Are personnel prohibited from working in, or passing under or ride in the buckets or booms of loaders in operation? (16.A.24)				
20. Does the unit have a dry chemical or carbon-dioxide fire extinguisher with a minimum rating of 5-B:C? (16.A.34)				
21. Is there an effective, working reverse alarm? (16.B.01)				
22. Is there a signalperson or warning device when there is a danger to persons from moving equipment, swinging loads, buckets, booms, etc.? (16.B.02)				
23. Are all belts, gears, shafts, pulleys, sprockets, spindles, drums, flywheels, chains, or other reciprocating, rotating, or moving parts guarded? (16.B.03a)				

MACHINERY AND MOBILE EQUIPMENT (con.)	Yes	No	N/A
24. Is protection against hot surfaces, exhausts, etc., provided? (16.B.03b)			
25. Are platforms, footwalks, steps, handholds, guardrails, and toeboards designed, constructed, and installed on machinery and equipment to provide safe footing and accessways? (16.B.03d)			
26. Are fuel tanks located in a manner to prevent spills or overflows from running onto engine exhaust or electrical equipment? (16.B.04)			
27. Are exhaust or discharges from equipment directed so they do not endanger persons or obstruct operator vision? (16.B.05)			
28. Are seatbelts installed and worn in all motor vehicles? (16.B.08)			
29. Is protection (grills, canopies, screens) provided to shield operator from falling or flying objects? (16.B.10 and .11)			
30. Is roll over protection provided? (16.B.12)			
31. Has machinery or mechanized equipment been inspected and tested in accordance with manufacturer's recommendations and requirements of EM-385? (16.A 01)			
32. Does the Prime Contractor have record of tests and inspection?			
Comments:			
Competent Person Signature _____		DATE OF INSPECTION _____	

This checklist is based on EM 385-1-1, dated 3 November 2003. Use of this checklist is optional. JMH

**MACHINERY AND MOBILE EQUIPMENT
(BACKHOES, DOZERS, SCRAPERS, EXCAVATORS, LIFT TRUCKS, etc.)**

Contract Name and Number:	Contractor/Subcontractor:
Government QA:	Location:
Contractor Inspector:	Date:

Equipment name and number:

Complete one checklist for each piece of equipment.	Yes	No	N/A
1. Is the slow moving emblem used on all vehicles which by design move at 25 mph or less on public roads? (08.A.05m)			
2. Are initial and daily/shift inspection records available? (16.A.01 and .02)			
3. When machinery or equipment is found to be unsafe or when a deficiency which affects the safe operation of equipment is observed, is the equipment immediately taken out of service and its use prohibited until unsafe conditions have been corrected? (16.A.03)			
4. Is machinery or equipment operated only by designated qualified personnel? (16.A.04)			
5. Have inspections or determinations of road conditions and structures been made in advance to assure that clearances and load capacities are safe for the passage or placing any machinery or equipment? (16.A.06)			
6. Are seats or equal protection provided for each person required to ride on the equipment? (16.A.07a)			
7. Is equipment operating on streets and highways equipped with headlights, taillights, brake lights, back light, and turn signals (visible from front and rear)? (16.A.07b)			
8. Is all equipment equipped with operable windshield wipers, and defrosting or defogging equipment? (16.A.07c)			
9. Does the unit have an emergency brake which will automatically stop the equipment upon brake failure? Is this system manually operable from the driver's position? (16.A.07d)			
10. Is all maintenance (including preventive maintenance) and repairs done in accordance with the manufacturer's recommendations and is it documented? (16.A.08a)			
11. Has bulldozer and scraper blades, end-loader buckets, dump bodies, and similar equipment been fully lowered or blocked when being repair or when not in use? (16.A.09)			
12. Has adequate ventilation been provided when equipment powered by internal combustion engines is operating in enclosed areas? (16.A.12)			
13. Are all vehicles which will be parked or moving slower than normal traffic on haul roads equipped with a yellow flashing light or flasher visible from all directions? (16.A.13)			
14. Is all mechanized equipment shut down before and during refueling? (16.A.15)			
15. Are all towing devices used on any combination of equipment structurally adequate for the weight drawn and securely mounted? (16.A.16)			
16. Have the wheels been chocked or track mechanisms blocked and the parking brake set when equipment is parked on an incline? (16.A.18)			
17. Are only trained and authorized operators permitted to operate a powered-industrial truck? (16.A.24)			
18. Is training documented, certified and provided in accordance with OSHA 29 CFR 1910.178			
19. Are personnel prohibited from working in, or passing under or ride in the buckets or booms of loaders in operation? (16.A.24)			
20. Does the unit have a dry chemical or carbon-dioxide fire extinguisher with a minimum rating of 5-B:C? (16.A.34)			
21. Is there an effective, working reverse alarm? (16.B.01)			
22. Is there a signalperson or warning device when there is a danger to persons from moving equipment, swinging loads, buckets, booms, etc.? (16.B.02)			
23. Are all belts, gears, shafts, pulleys, sprockets, spindles, drums, flywheels, chains, or other reciprocating, rotating, or moving parts guarded? (16.B.03a)			

MACHINERY AND MOBILE EQUIPMENT (con.)	Yes	No	N/A
24. Is protection against hot surfaces, exhausts, etc., provided? (16.B.03b)			
25. Are platforms, footwalks, steps, handholds, guardrails, and toeboards designed, constructed, and installed on machinery and equipment to provide safe footing and accessways? (16.B.03d)			
26. Are fuel tanks located in a manner to prevent spills or overflows from running onto engine exhaust or electrical equipment? (16.B.04)			
27. Are exhaust or discharges from equipment directed so they do not endanger persons or obstruct operator vision? (16.B.05)			
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29. Is protection (grills, canopies, screens) provided to shield operator from falling or flying objects? (16.B.10 and .11)			
30. Is roll over protection provided? (16.B.12)			
31. Has machinery or mechanized equipment been inspected and tested in accordance with manufacturer's recommendations and requirements of EM-385? (16.A 01)			
32. Does the Prime Contractor have record of tests and inspection?			
Comments:			
Competent Person Signature _____		DATE OF INSPECTION _____	

This checklist is based on EM 385-1-1, dated 3 November 2003. Use of this checklist is optional. JMH



NAVFAC INITIAL MISHAP NOTIFICATION

NAVY CIVILIAN CONTRACTOR MILITARY

1) **Name of activity and exact location where mishap occurred:**

2) **Type of work being performed (If contract, type of contract):**

3) **Date and Time of Mishap:**

4) **Brief description of mishap, extent of injuries and summary of initial lessons learned:**

5) **Initial corrective actions and indication if and when follow up information will be provided:**

6) **Extent of property damage if applicable:**

7) **Safety investigator assigned if known at this time:**

8) **Employee immediate supervisor or responsible person:**

9) **Mishap Review Board anticipated date:**