

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 47 PAGES	
1. REQUEST NO. N40085-16-Q-0423	2. DATE ISSUED 08-Aug-2016	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING DO-C2		
5a. ISSUED BY 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) PATRICIA J. SEYLAR (717) 605-4579			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) SEE SCHEDULE			
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: (Date) 07-Sep-2016						
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	DBB REPL PAINT BOOTH BOILER BLDG 505 DLA FFP THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIAL, TOOLS, EQUIPMENT, SUPPLIES AND SUPERVISION TO PERFORM THE FOLLOWING: DESIGN BID BUILD (DBB) REPLACE PAINT BOOTH BOILER IN BLDG. 505 FOR DLA @ NSA MECHANICSBURG, PA IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS AND CONDITIONS, STATEMENT OF WORK (SOW). FOB: Destination	1	Project		

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	135 dys. ADC	1	N/A FOB: Destination	

Section 00100 - Bidding Schedule/Instructions to Bidders

INSTRUCTIONS

INSTRUCTIONS TO OFFERORS:

N40085-16-Q-0423; SAP CONSTRUCTION DESIGN BID BUILD (DBB) REPLACE PAINT BOOTH BOILER BLDG. 505 FOR DLA at NAVAL SUPPORT ACTIVITY (NSA), MECHANICSBURG, PA

CONTRACT TYPE: THIS ACQUISITION WILL RESULT IN THE AWARD OF A FIRM FIXED PRICE (FFP) CONSTRUCTION CONTRACT.

MAGNITUDE: IN ACCORDANCE WITH FAR 36.204 THE ESTIMATED COST RANGE FOR THE SUBJECT CONSTRUCTION PROJECT IS BETWEEN \$ 100,000.00 - \$250,000.00.

SET-ASIDE: THIS PROCUREMENT IS SET-ASIDE AS A **100% SMALL BUSINESS SET-ASIDE** UNDER THE NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE - 238220 Plumbing Heating & Air Conditioning Contractors - WITH A SIZE STANDARD OF \$15.0M.

PROJECT DESCRIPTION:

THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIAL, TOOLS, EQUIPMENT, SUPPLIES AND SUPERVISION TO PERFORM THE FOLLOWING:

DESIGN BID BUILD (DBB) REPLACE PAINT BOOTH BOILER BLDG. 505 FOR DLA
at NAVAL SUPPORT ACTIVITY (NSA), MECHANICSBURG, PA
IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS AND ATTACHMENTS.

DAVIS BACON WAGE DETERMINATION:

GENERAL DECISION NUMBER: PA160109 07/29/2016 PA109
IS APPLICABLE TO THIS PROCUREMENT.

THE WAGE DETERMINATION WILL BE IN EFFECT AT TIME OF AWARD THROUGH THE COMPLETION OF THE PROJECT.

PROPOSAL FORMAT:

SEE FAR 52.236-28, PREPARATION OF PROPOSALS –CONSTRUCTION (OCT 1997) IN THE PREPARATION OF THE PROPOSAL.

WHEN SHIPPING THE PROPOSAL, THE OFFEROR SHALL AFFIX THEIR NAME AND RETURN ADDRESS IN THE UPPER LEFT HAND CORNER OF THE PROPOSAL PACKAGE. PACKAGES CONTAINING PROPOSALS MUST BE SEALED. THE OUTERMOST ENVELOPE OR WRAPPER OF ALL PROPOSAL PACKAGES SHOULD CLEARLY IDENTIFY THE SOLICITATION NUMBER, THE DATE AND TIME THE PROPOSAL IS DUE.

U.S. MAIL OR COMMERCIAL EXPRESS DELIVERY TO:

NAVFAC MID-ATLANTIC
PWD PENNSYLVANIA - MECHANICSBURG SITE
ATTN: PATRICIA SEYLAR, Contract Specialist
5450 CARLISLE PIKE, Bldg. 305 South
MECHANICSBURG, PA 17055-0788
Phone 717-605-4579

BASIS FOR AWARD:

The contractor shall complete and submit the following information in reference to the Request for Quote:

1. Complete Standard Form 18 , “REQUEST FOR QUOTATIONS” blocks 13– 15.
2. Provide Pricing for CLIN 0001 located in Section 00010, Solicitation Contract Form.
3. Acknowledgement of any/all RFQ Amendments, by signature on each applicable SF30, (if RFQ is amended)
4. FAR Clause, 52.204-8- Annual Representations and Certifications (APR 2016); FAR 52.215-20,

FAR Clause, 52.219-1, Small Business Program Representations (OCT 2014) – Alternate 1 (SEP 2015); and DFARS Clause, 252.204-7007 – Alt A Representations and Certifications (JAN 2015). OR System for Award Management (SAM) Representations & Certifications.

SITE VISIT INFORMATION: IS LISTED IN THE SOLICITATION IN FAR CLAUSE 52.236-27.
NOTE: NSA MECHANICSBURG IS A SECURE NAVY INSTALLATION. FOR SITE VISIT ACCESS TO NSA MECHANICSBURG, ALL ATTENDEES MUST CONTACT THE SITE VISIT POC AT LEAST FIVE (5) DAYS IN ADVANCE OF THE SITE VISIT TO PROVIDE INFORMATION FOR VISITOR ACCESS.

REQUEST FOR PROPOSAL (RFP): IS DUE ON OR BEFORE **7 SEPTEMBER 2016 AT 3:00 PM EASTERN TIME.** THE PROPOSAL SHALL BE DELIVERED TO THE ADDRESS SHOWN ABOVE. NO HAND CARRIED, ELECTRONIC OR FACSIMILE PROPOSALS WILL BE ACCEPTED OR ACKNOWLEDGED.

ALL REQUESTS FOR INFORMATION (RFI) QUESTIONS PERTAINING TO THE REQUEST FOR QUOTE SHALL BE EMAILED TO PATRICIA SEYLAR, PATRICIA.SEYLAR@NAVY.MIL NO LATER THAN SIX (6) WORKING DAYS BEFORE THE SOLICITATION CLOSING DATE/TIME. Include the solicitation number and contract title in the subject line of the E-mail and the Company's full name and address within the body of the message and submit in WORD format.

GOVERNMENT POINTS OF CONTACT (POCS):

PRIMARY POC IS PATRICIA SEYLAR, Contract Specialist ,
 TELEPHONE 717-605-4579, EMAIL,
PATRICIA.SEYLAR@NAVY.MIL

SECONDARY POC IS ESTHER EDINBOROUGH, Contracting Officer,
 TELEPHONE 215-897-2323,
 EMAIL, ESTHER.EDINBOROUGH@NAVY.MIL

SCOPE OF WORK

REFERENCE NUMBER: 1473900

CONTRACT NUMBER: TBD

SPECIFICATIONS AND CONDITIONS

SECTION 1: GENERAL

1.1 GENERAL DESCRIPTION: The DBB project shall consist of replacing the water heating boiler for the Defense Logistics Agency Aviation Support paint booth in building 505. The work for this project includes:

- ... Removal of the existing oil fired water boiler
- ... Installation of new, dual fuel fired water boiler
- ... Installation of reduced pressure principle backflow preventer on incoming potable water service

Detailed project description is included in section 2.

- 1.2 LOCATION:** Naval Support Activity (NSA) Mechanicsburg, PA 17055. 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 120 days after Notice to Proceed. The time stated for completion shall include final clean up of the premises. Contractor is required to furnish proof of any cause for delay and must request an extension of the completion date in writing through the Contracting Officer.
- 1.4 GOVERNMENT REPRESENTATIVE:** The Government Quality Assurance Representative, **To Be Determined**, who is a representative of the Officer in Charge, NAVFAC Contracts. All work activities, and scheduling shall be coordinated through these government representatives.
- 1.5 PAYMENT:** Will be made in accordance with the schedule of prices. Submit a schedule of prices for approval by the Government. First and final invoicing will be via the WAWF system.
- 1.6 GOVERNMENT FURNISHED MATERIALS/UTILITIES:** The Government will furnish the following utility services at existing outlets, for use as may be required for the work to be performed under the contract: electricity and fresh water. Information concerning the location of existing outlets may be obtained from the Contracting Officer. The Contractor shall provide and maintain, at his/her expense, the necessary service lines from existing Government outlets to the site of the work.
- Utilities specified above will be furnished at no cost to the Contractor. In the event that the Government is unable to provide the required types of utilities, the Contractor shall, at his/her expense, arrange for the required utilities.
- 1.7 PROSECUTION OF WORK:** Work shall be performed during normal duty hours 0700-1600, Monday through Friday. No work shall be performed on Government holidays unless authorized by the Officer in Charge, NAVFAC Contracts. The contractor will be required to be escorted at all times while inside the building. If any work outside of normal business hours is required, it shall be requested 21 days in advance. Any shutdown affecting a system or utility shall be requested in 21 days in advance. If any work is going to interrupt the use of an office or conference room, a request shall be made 21 days in advance. All requests shall be made via email. All interruptions shall be shown on the work schedule. The work shall be planned as scheduled in a manner that minimizes disruptions to the operations of the occupants.
- 1.8 CONTRACTOR'S PRODUCTION REPORT:** The Contractor is required to submit a "Contractor Production Report" on the form furnished by the Quality Assurance Representative for this purpose. The form shall be completed daily and be provided to the Quality Assurance Representative, or delivered to the Office of NAVFAC Contracts, by 10:00 AM the following day. Reports may be faxed to 215-897-6932 or emailed (attachment must be a Word document.).
- 1.9 CLEAN-UP OF SITE AND DUST CONTROL:** 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. The contractor shall protect the work area, since the work will be done during normal business hours and there will be Government employees in the vicinity. Any dust generating activities shall require the use of a zip wall (or plastic enclosure,) as well as the use of a HEPA filter equipped vacuum.
- 1.10 HOT WORK:** A hot work permit is required as needed. A permit may be obtained through the Government inspector with 48 hours prior notice. Hot work in electrical or mechanical room space will require a gas-free test prior to the Government fire inspector granting approval. In accordance with the

Government fire inspector's requirements, the Contractor must perform this test daily. The Government fire inspector shall approve the instrument used.

1.11 SUBMITTALS:

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

Preconstruction Submittals:

- ... Schedule of prices
- ... Accident Prevention Plan (APP) in accordance with EM 385-1-1.
- ... Activity Hazard Analysis (AHA) in accordance with EM 385-1-1. See Attachments for blank form and sample. See paragraph 3.6.2 for additional information.
- ... Quality Control Plan indicating responsible person.
- ... Work schedule, with notice to proceed, kick-off meeting, submittals (including government review time,) item /location of work and performance completion. The schedule shall have enough detail so that the building occupants can determine any impacts to their operation.

Product Data:

- ... See attached specification section 23 52 46.00 20

Shop Drawings:

- ... See attached specification section 23 52 46.00 20
- ... Mounting locations and connection points to existing piping systems and electrical circuits for all equipment on marked up provided drawings

Submittals will be approved by the Government representative prior to the start of work. Government review time will be 21 days. See specification sections 23 52 46.00 20 and 01 33 00 for additional details.

- 1.12 SITE VISIT:** Contact the Government Quality Assurance Representative to arrange a site visit if one has not already been scheduled. Contractor shall verify all conditions, dimensions and methods at site. Attached As-Built drawings have been provided for reference only, all field conditions shall be verified by the contractor prior to the start of work. Any discrepancies found that affect the execution of work as described in this RFP shall be reported immediately to the Contracting officer or their appointed field representative.

1.13 LIST OF ATTACHMENTS:

- Att 1 - Activity Hazard Analysis (AHA).
- Att 2 - ALMECH Instruction 11450.1D Weight Handling Eqp
- Att 3 - Contractor Production Report
- Att 4 - NCACS (Rapid Gate)
- Att 5 - NRZ Checklist
- Att 6 - Safety First
- Att 7 - As Built Drawings
(*Upgrade industrial Plant&Equipment Bldg: M-1, M-2, M-3, M-4, M-5, M-6, M-7, M-8*)
- Att 8 - Specification Sections:
 - 01 33 00
 - 01 35 26
 - 01 45 00.00 20
 - 01 57 19
 - 23 52 46.00 20

- 1.14 INSPECTION OF WORK.** The Contractor shall inspect all work in accordance with FAR 52.246-12.

1.15 WARRANTY OF CONSTRUCTION. The Contractor shall warranty the work in accordance with FAR 52.246-21.

SECTION 2: DETAILED DESCRIPTION: The Contractor shall provide all labor, material, tools, equipment, supplies and supervision to perform the following work. Refer to attached Specification Sections for specific work area and description of work.

- 2.1** All work shall be accomplished and installed by a qualified person.
- 2.2** All work shall be submitted for approval to the NAVFAC Officer in Charge before installation.
- 2.3** All finished work will be inspected and approved by the NAVFAC.
- 2.4** The contractor shall attend a project walk through meeting.
- 2.5** The work shall be in accordance with all applicable codes, standards and regulations.
- 2.6** The existing paint booth boiler shall be removed and replaced with a new boiler, with a minimum output capacity of to match existing. The new boiler equipment shall include a duel fuel burner.
- 2.7** Boiler performance requirements:
- | | |
|--------------------------------------|----------------------|
| ... Output capacity: | 2,525 MBH |
| ... Hot water in/out temp: | 160°F / 180°F |
| ... Water flow rate: | 250 GPM |
| ... Burner fuel source: | #2 Oil / Natural Gas |
| ... Max. Working Pressure: | 125 psig |
| ... Safety valve relieving capacity: | full capacity |
| ... Electrical: | 460/3/60 |
| ... Blower motor: | 1.5 HP |
- 2.8** The new boiler shall connect to existing hot water supply/return piping, fuel oil piping, glycol injection system in the boiler room downstream of isolation valves and appurtenances. Contractor shall modify existing piping to accommodate the connection locations of the new boiler. Piping materials, joining methods and insulation shall match existing.
- 2.9** The new boiler shall connect to the existing flue stack in the boiler room. Contractor shall modify the existing flue to accommodate the connection location of the new boiler.
- 2.10** The new boiler shall connect to the existing potable make up water piping in the boiler room. A new reduced pressure principle backflow preventer shall be installed upstream of the connection to the boiler system and downstream of any other branches or tees serving other building services. Piping materials and joining methods shall match existing.
- 2.11** The new boiler shall be powered by the electrical circuits currently serving the existing boiler.
- 2.12** The new boiler controls shall be integrated with the existing hot water pumping system and fuel delivery system to match current operational sequences as indicated on attached as-built drawings.
- 2.13** Contractor shall perform operational testing as described in specification 23 52 46.00 20.

SECTION 3: ADMINISTRATIVE AND SAFETY REQUIREMENTS

- 3.1 Directives:** The Contractor and his employees shall comply with all referenced regulations, directives, and instructions. Applicable Department of Defense (DOD), Secretary of the Navy (SECNAV), Chief of Naval Operations (OPNAV), and other directives, instructions, and regulations are available from the Contracting Officer.
- 3.2 Station Regulations:**
- 3.2.1** The Contractor and his employees shall become acquainted with and obey all Government regulations as posted, or as requested by the Contracting Officer.
- 3.2.2** The Contractor shall participate actively in the activity energy conservation program. The Contractor shall comply with the base energy conservation program and shall become familiar with its requirements. The Contractor superintendent shall represent the Contractor's interests at all meetings of the activity's Energy Conservation and Resource Management Committee. Use of high energy consuming tools or equipment will be approved by the Contracting Officer prior to use.
- 3.3 Fire Protection:** The Contractor and his employees shall know where fire alarms are located and how to turn them on. The Contractor shall handle and store all combustible supplies, materials, waste and trash in a manner that prevents fire or hazards to persons, facilities, and materials. Contractor employees operating critical equipment shall be trained to properly respond during a fire alarm or fire in accordance with activity instructions.
- 3.4 Environmental Protection:** The Contractor shall comply with all federal, state and local environmental protection laws and the regulations and standards. The Contractor shall coordinate all environmental protection matters with the Contracting Officer. The Activity Environmental Protection Coordinator or other authorized officials may inspect any of the facilities operated or maintained by the Contractor at any time and without prior notice. If a regulatory agency assesses a monetary fine against the Government for violations resulting from Contractor actions, the Contractor shall reimburse the Government for the amount of the fine and related costs. The Contractor shall clean up any oil or chemical spills resulting from his operations at his own expense. The Contractor shall not create a nuisance or hazard to the health of military or civilian personnel. Refer to specification section 01 57 19.00 20 for detailed requirements.
- 3.5 Disposal:** Debris, rubbish, non-hazardous waste and non-usable material resulting from the work under this contract shall be disposed of by the Contractor at his expense off Government property, unless otherwise directed. In either case, the Contractor must dispose of all hazardous waste in accordance with all applicable environmental law, including but not limited to, the Resource Conservation and Recovery Act and its associated state and local regulations.
- 3.5.1** Segregate and recycle all debris generated by the work and remove off station to a licensed facility. Debris shall be removed and transported in such a manner that prevents spillage on streets or adjacent areas. Local regulations regarding hauling and disposal shall apply.
- 3.5.2** Submit a report with invoice that includes the following:
- a. Amount (by weight) and type of waste materials disposed of in a landfill or incinerator. Provide destination and the tip fee per ton.
 - b. Amount (by weight) and type of materials salvaged for sale, salvaged for reuse, and recycled. Provide destination and revenue generated for each material.
- 3.6 Safety Requirements and Reports:**
- 3.6.1** All work shall be conducted in a safe manner and shall comply with all requirements of the U. S. Army Corps of Engineers Safety and Health Requirements Manual, EM-385-1-1. The Contractor shall be responsible for instructing his employees in appropriate safety measures and shall not permit them to place

machines and other equipment in traffic lanes or other locations in such a manner as to create safety hazards. The Contractor shall employ a competent person as defined in EM-385-1-1 to function as the Site Safety and Health Officer (SSHO). The following paragraphs denote minimum safety requirements. Contractor shall consult EM-385-1-1 for additional information or any safety issues not discussed in this specification.

3.6.1.1 Personal Protective Equipment minimum requirements:

- a. Head protection: All persons working in or visiting hard-hat areas shall be provided with and required to wear Type I or Type II, Class G meeting the requirements of ANSI Z89.1.
Hard hat areas are those areas with potential hazard of head injury.
- b. Clothing: Employees shall wear clothing suitable for the weather and work conditions: the minimum for construction sites shall be short sleeve shirt, long pants (excessively long or baggy pants are prohibited).
- c. Protective footwear: Employees shall wear safety-toed boots meeting ANSI Z41 while working on construction sites.
- d. Eye and Face protection: All eye and face protection shall meet the requirements of ANSI/ASSE Z87.1, employees shall also use eye side protection.

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

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

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

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

Use, inspection and maintenance:

- a. Hand and power tools shall be used, inspected, and maintained in accordance with the manufacturers' instructions and recommendations and shall be used only for the purpose for which designed.
- b. Hand and power tools shall be inspected, tested, and determined to be in safe operating condition before use. Continued periodic inspections shall be made to assure safe operating condition and proper maintenance.
- c. Hand and power tools shall be in good repair and with all required safety devices installed and properly adjusted. Tools having defects that will impair their strength or render them unsafe shall be removed from service.
- d. Loose and frayed clothing, loose long hair and dangling jewelry (including dangling earrings, chains and wrist watches) shall not be worn while working with any power tools.

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

- a. All guards must be functional.
- b. Reciprocating, rotating, and moving parts of equipment shall be guarded if exposed to contact by employees or otherwise create a hazard.

- 3.6.1.5 Portable Extension Cords:** Portable extension cords shall be sized in accordance with manufacturer ratings for the tool to be used and shall be protected from damage. All damaged extension cords shall be immediately removed from service. Portable extension cords shall meet the requirements of NFPA 70.
- 3.6.1.6 Ladders:** All portable ladders shall be of sufficient length and shall be placed so that workers will not stretch or assume a hazardous position. The top or top step of a stepladder shall not be used as a step unless it has been designed to be so used by the manufacturer. Ladders may be used as work platforms only when use of small hand tools or handling of light material is involved.
- 3.6.1.7 Lockout/Tag Out:** Lockout/Tag Out procedures shall be used on all energy sources for which work shall be performed. Coordinate all control activities with the Designated Government Representative. Apply, monitor and remove proper lockout and tag out devices.
- 3.6.1.8 Sanitation Requirements:** Provide drinking water and toilets as needed for construction personnel.
- 3.6.1.9 Fire protection:** Provide two fire extinguishers at the work site to guard against potential fires.
- 3.6.1.10 Fuel-powered tools:** When fuel-powered tools are used they will not be fueled while running, while hot, or near an open flame.
- 3.6.1.11 Excavation:** All digging requires the Contractor to contact PENNSYLVANIA ONE CALL at 1-800-242-1776 (www.paonecall.org) before digging.
- 3.6.1.12 Confined Space:** For Confined Space areas follow procedures outlined in Section 06.I of EM-385-1-1.
- 3.6.2 Activity Hazard Analysis:** The principle purpose of an Activity Hazard Analysis (AHA) is to reduce the overall risk of the hazards associated with construction work. An AHA will be developed by the Contractor for every operation involving a type of work presenting hazards not experienced in previous project operations or where a new work crew or subcontractor is to perform work.

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

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

3.6.3 Accident Reports and Notifications:

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

- 3.6.3.2 Accident Notification:** Notify the Contracting Officer as soon as practical, but not later than four hours after any accident meeting the definition of recordable injuries or illnesses or high visibility accidents, property damage equal to or greater than \$2,000. Information shall include Contractor name, contract title, type of contract, name of activity, installation or location where accident occurred, date and time of accident, names of personnel injured, extent of property damage (if any), extent of injury (if known) and brief description of accident (to include type of construction equipment used, PPE used, etc.). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on site and Government investigation is conducted.
- 3.6.3.3 Definition of a recordable injury or illness:** Any work related injury or illness that results in:
- a. Death, regardless of the time between the injury and death, or the length of the illness;
 - b. Days away from work;
 - c. Restricted work;
 - d. Transfer to another job;
 - e. Medical treatment beyond first aid;
 - f. Lose of consciousness;
 - g. A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in a. through f. above.
- 3.6.4 Monthly Exposure Report:** This report is a compilation of employee-hours worked each month for all site workers, both prime and subcontractors, and is recorded daily on the Contractor Production Report.
- 3.6.5** The Contractor's work space may be inspected periodically for OSHA and Navy violations. Abatement of violations will be the responsibility of the Contractor and/or the Government as determined by the Contracting Officer. The Contractor shall provide assistance to the Safety Office escort and the federal or state OSHA inspector if a complaint is filed. Any fines levied on the Contractor by federal or state OSHA offices due to safety/health violations shall be paid promptly.
- 3.6.6** If the Contractor fails or refuses to promptly comply with safety requirements, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order shall be made the subject of claim for extension of time or for excess costs or damages to the Contractor.
- 3.6.7** The Safety Office will investigate all complaints of unsafe or unhealthful working conditions received from Contractor's employees, federal civilian employees, or military personnel. The Safety Office will notify the Contracting Officer of the results of such investigations.
- 3.7 Passes and Badges:** All Contractor employees shall obtain the required employee and vehicle passes. The Contractor shall, prior to the start of the contract, submit to the Contracting Officer an estimate of the number of personnel expected to be utilized at any one time on the contract. The Government will issue badges without charge. Each employee shall wear the Government issued badge over the front of the outer clothing. When an employee leaves the Contractor's service, the employee's pass and badge shall be returned within three calendar days. Passes and badges issued to Contractor employees shall not negate the requirement for employee identification required in the "IDENTIFICATION OF CONTRACTOR EMPLOYEES" paragraph.
- 3.8 SECURITY REQUIREMENTS:** All security requirements apply to all subcontractors and suppliers associated with this contract. The contractor will be required to be escorted at any time inside the building. The contractor shall comply with the following:
- a) Do not publicly disclose any information concerning any aspect of the materials or services relating to this contract, without prior written approval of the Contracting Officer.

- b) Do not disclose or cause to be disseminated any information concerning the operations of the activity's security or interrupt the continuity of its operations.
- c) Do not disclose any information to any person not entitled to receive it. 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) Direct to the Contracting Officer and or Installation Security Officer for resolution 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.
- e) Coordinate photography requirements with the Contracting Office. Some areas restrict or prohibit photographing Government property.

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 withdrawal of the Government's acceptance and approval of employment of the individuals involved.

3.9 Identification of Contractor Employees:

- 3.9.1** 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.
- 3.9.2** The Contractor shall furnish sufficient personnel to perform all work specified within the contract.
- 3.9.3** Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.
- 3.9.4** 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.
- 3.9.5** 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.
- 3.9.6** 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.
- 3.10** **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.
- 3.11** **Proof of Citizenship:** No employee or representative of the Contractor will be admitted to the site of work unless satisfactory proof of citizenship is furnished, or, if an alien, legal residency within the United States is confirmed.
- 3.12** **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.

CLAUSES INCORPORATED BY FULL TEXT

52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

___ TIN:.....

___ TIN has been applied for.

___ TIN is not required because:

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

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

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

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (APR 2016)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **238220 - PLUMBING HEATING AND AIR CONDITIONING CONTRACTORS..**

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

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

() Paragraph (d) applies.

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

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

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

- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
 - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.
- (vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.209-11, Representation by Corporations Regarding Elinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (viii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (x) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xi) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

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

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

(xviii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

(ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014) - ALTERNATE I (SEPT 2015)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **238220 - PLUMBING HEATING AND AIR CONDITIONING CONTRACTORS...**

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

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

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

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

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

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

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

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

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

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

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

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

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

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

(i) It (___) is, (___) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no

material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

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

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

___ Black American.

___ Hispanic American.

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

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

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

___ Individual/concern, other than one of the preceding.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

(2) The management and daily business operations of which are controlled by one or more veterans.

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

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

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

(d) Notice.

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

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

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015)

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vii) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(viii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

XX (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

___ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

___ (iii) 252.225-7020, Trade Agreements Certificate.

___ Use with Alternate I.

XX (iv) 252.225-7031, Secondary Arab Boycott of Israel.

___ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at <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 FAR 52.204-8(c) and paragraph (d) 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 provision 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/DFARS Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

252.209-7992 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2015 APPROPRIATIONS (DEVIATION 2015-000005) (DEC 2014)

(a) In accordance with sections 744 and 745 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that—

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

- (1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,
- (2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.211-13	Time Extensions	SEP 2000
52.211-18	Variation in Estimated Quantity	APR 1984
52.215-19	Notification of Ownership Changes	OCT 1997
52.219-14	Limitations On Subcontracting	NOV 2011
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
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	MAY 2014
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-14	Suspension of Work	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-10	Default (Fixed-Price Construction)	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013

252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Alt A System for Award Management Alternate A	FEB 2014
252.219-7011	Notification to Delay Performance	JUN 1998
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7001	Contract Drawings, and Specifications	AUG 2000
252.236-7006	Cost Limitation	JAN 1997
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 **FIFTEEN (15) CALENDAR DAYS** after the date the Contractor receives the **NOTICE OF AWARD**, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **ONE HUNDRED THIRTY FIVE (135) CALENDAR DAYS AFTER DATE OF AWARD**. * The time stated for completion shall include final cleanup of the premises.

(End of clause)

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$ 200.00** 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)

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

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

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

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

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

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

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

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

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

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (APR 1984).

(ii) 52.232-8, Discounts for Prompt Payment (FEB 2002).

(iii) 52.232-11, Extras (APR 1984).

(iv) 52.232-25, Prompt Payment (JUL 2013).

(v) 52.232-39, Unenforceability of Unauthorized Obligations (JUN 2013).

(vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013).

(vii) 52.233-1, Disputes (MAY 2014).

(viii) 52.244-6, Subcontracts for Commercial Items (FEB 2016).

(ix) 52.222-55, Minimum Wages Under Executive Order 13658 (MAR 2016) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia)).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

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

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at \$30,000 or more).

(ii) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold).

(iii) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (MAY 2014) (41 U.S.C. chapter 65) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iv) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212) (applies to contracts of \$150,000 or more).

(v) 52.222-36, Equal Employment for Workers with Disabilities (JUL 2014) (29 U.S.C. 793) (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States). (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vi) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212) (Applies to contracts of \$150,000 or more).

(vii) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).

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

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

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

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

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

(A) Delivered;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov>

<http://acq/navfac.navy.mil>

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

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

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

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

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject

to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

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

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

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a FIRM FIXED PRICE (FFP) CONSTRUCTION contract resulting from this solicitation.

(End of provision)

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

(a) Definition.

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

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

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

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

(c) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

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

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

(End of clause)

52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS--SECONDARY SITE OF THE WORK (MAY 2014)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements , of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of provision)

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

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

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

Goals for minority participation for each trade	Goals for female participation for each trade
6.2%	6.9%

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

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

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

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **STATE OF PENNSYLVANIA, CUMBERLAND COUNTY, MECHANICSBURG.**

(End of provision)

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

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

(End of clause)

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

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

NOTE: NSA MECHANICSBURG IS A SECURE NAVY INSTALLATION. FOR SITE VISIT ACCESS TO NSA MECHANICSBURG – ALL ATTENDEES – MUST CONTACT THE SITE VISIT POC BELOW AT LEAST FIVE (5) DAYS IN ADVANCE OF THE SITE VISIT TO PROVIDE INFORMATION FOR VISITOR ACCESS.

(b) SITE VISIT WILL BE HELD ON 22 AUGUST 2016 AT 1 PM EASTERN. THIS WILL BE THE ONLY SITE VISIT HELD.

SITE VISIT POC:

Name: MR. PAUL D. REED
Address: PWD PA – MECHANICSBURG SITE
Email: Paul.D.Reed1@NAVY.MIL
Telephone: 717-605-4665

ALL VISITORS to NSA MECHANICSBURG SHALL BE REQUIRED to present documentation evidencing personal identification and firm affiliation.

(End of provision)

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

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

(End of clause)

252.204-7006 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)

252.232-7006 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:

N40085-16-

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

NAVY CONSTRUCTION/FACILITIES MANAGEMENT INVOICE

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

INSPECTION/ACCEPTANCE N45206

(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	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	N69178
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

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

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

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

Ms. Neilda Rentas-Williams, phone 215-897-8879 or email to Neilda.Rentas-Willia@navy.mil

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

(End of clause)

5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

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

5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

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

5252.228-9305 NOTICE OF BONDING REQUIREMENTS (DEC 2000)

(a) Within **TEN (10)** days of receipt of award, the bidder/offeror to whom the award is made shall furnish the following bond(s) each with satisfactory security:

A Performance Bond (Standard Form 25). The performance bond shall be in a penal sum equal to 100% percent of the contract price. (PERFORMANCE BOND REQUIRED for AWARD OVER \$150,000)

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

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

(c) The contract time for purposes of fixing the completion date, default and liquidated damages shall begin to run **ONE (1)** day 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 15- 20 Minutes.

(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.

5252.236-9304 UTILITIES FOR CONSTRUCTION AND TESTING (JUN 1994)

The Contractor shall be responsible for obtaining, either from available Government sources or local utility companies, all utilities required for construction and testing. The Contractor shall provide these utilities at his expense, paid for at the current utility rate delivered to the job site. The Contractor shall provide and maintain all temporary utility connections and distribution lines, and all meters required to measure the amount of each utility used.

5252.236-9305 AVAILABILITY OF UTILITIES (JUN 1994)

When available, the government will furnish reasonable amounts of the following utilities for the work to be performed under this contract at no cost to the Contractor. Information concerning the location of existing outlets may be secured from the OIC. The Contractor shall provide and maintain, at his expense, the necessary service lines from existing Government outlets to the site of work.

Electric - Water - Compressed Air

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

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

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

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

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

5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

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

XX __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.

XX __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.

5252.242-9305, PRE-PERFORMANCE CONFERENCE (JUL 1995)

Within **TEN (10)** days of contract award, prior to commencement of the work, the Contractor will meet in conference with representatives of the Contracting Officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work.

Section 00800 - Special Contract Requirements

DOCUMENTS & ATTACHMENTS

ATTACHMENTS:

Att 1 - Activity Hazard Analysis (AHA).
Att 2 - ALMECH Instruction 11450.1D Weight Handling Eqp
Att 3 - Contractor Production Report
Att 4 - NCACS (Rapid Gate)
Att 6 - NRZ Checklist
Att 7 - Safety First
Att 8 - As Built Drawings
(*Upgrade Industrial Plant&Equip Bldg: M-1, M-2, M-3, M-4, M-5, M-6, M-7, M-8*)
Att 9 - Specification Sections:
01 33 00
01 35 26
01 45 00.00 20
01 57 19
23 52 46.00 20

DAVIS BACON WAGE DETERMINATION:

General Decision Number: PA160109 07/29/2016 PA109

Superseded General Decision Number: PA20150109

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

Modification Number Publication Date

0 01/08/2016

- 1 01/15/2016
- 2 01/29/2016
- 3 02/12/2016
- 4 02/19/2016
- 5 05/06/2016
- 6 05/20/2016
- 7 06/03/2016
- 8 07/15/2016
- 9 07/29/2016

ASBE0023-008 06/27/2016

Rates	Fringes
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ASBESTOS WORKER/HEAT & FROST
 INSULATOR - MECHANICAL (Duct,
 Pipe & Mechanical System
 Insulation).....\$ 32.00 25.46

BOIL0013-008 04/01/2013

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

BRPA0005-062 05/01/2014

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

CARP0287-016 06/01/2014

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

CARP2237-001 05/01/2014

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

ELEC0143-010 06/01/2016

Rates	Fringes
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ELECTRICIAN (Includes Alarm
 Installation, Installation of

Sound and Communication
 Systems, HVAC/Temperature
 Controls Installation, and
 Low Voltage Wiring).....\$ 29.75 21.91

 ELEV0059-004 01/01/2016

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 43.05	29.985+A&B

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 07/01/2015

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 30.02	28.13

 LABO1180-015 05/01/2016

	Rates	Fringes
LABORER		
Concrete Worker.....	\$ 20.21	12.93
Forklift (Masonry Work Only).....	\$ 25.16	12.93
Mason Tender-Brick.....	\$ 23.66	12.93

PAIN0411-005 05/01/2015

	Rates	Fringes
PAINTER (Brush and Roller Only).....		
	\$ 23.47	12.30

PLUM0520-013 05/01/2016

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation).....		
	\$ 35.22	23.44

PLUM0520-015 05/01/2016

	Rates	Fringes
PLUMBER (Excludes HVAC Unit Installation).....		
	\$ 35.22	23.44

* SFPA0669-004 04/01/2016

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....		
	\$ 36.05	20.77

SHEE0019-017 12/01/2015

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....		
	\$ 32.64	32.42

FOOTNOTE: Paid Holiday: Election Day

* UAVG-PA-0016 01/01/2016

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

SUPA2011-043 08/20/2014

Rates	Fringes
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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
SECTION H - 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 cancelled or materially altered before the expiration date there of the issuing company will mail 30 days written notice to the certificate holder named."

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 the vendor's 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.” Further information regarding NCACS can be found: <http://www.cnic.navy.mil/cnrma/RegionOperationsandServices/OperationsandManagement/ContractorVerificationSystem/index.htm>