SOLICITATION, OFFER AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NO. N62742-15-R-1305	2. TYPE OF SOLICITATION ☐ SEALED BID *(IFB)* ☒ NEGOTIATIED *(RFP)*	3. DATE ISSUED 09 APR 2015	PAGE OF PAGES 1 of 4

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO	6. PROJECT NO.
N62742-15-C-1305		

7. ISSUED BY CODE	8. ADDRESS OFFER TO
Naval Facilities Engineering Command, Pacific **AE/Construction Contracts Branch, ACQ31** **258 Makalapa Drive, Ste 100** **Joint Base Pearl Harbor, HI 96860-3134**	**Mail: Block 7** **Hand carry proposals to THE FRONT COUNTER AT:** NAVFAC Pacific 4262 Radford Drive, Building 62 Honolulu, HI 96818-3296 **Depository hours between 7:00 AM and 2:00 PM, Monday Through Friday except Federal Holidays**

9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)*
	Norine E. Horikawa	(808) 474-4550 FAX: (808) 474-5909

SOLICITATION

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

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*
RFP NO. N62742-15-R-1305, FY15 MCON P-861 FACILITY MODIFICATIONS FOR VMU, MWSD AND CH53E, MARINE CORPS BASE HAWAII, KANEOHE, HAWAII

General Description: See Section 01 11 00, Summary of Work

This procurement is advertised on an unrestricted basis, inviting all qualified offerors to submit technical and price proposals. North American Industry Classification (NAICS) Code is 236220 – Commercial and institutional Building Construction. Average Annual Receipts for past three years--$36.5 MIL

FAR 52.236-1, PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984): The Contractor shall perform on the site, and with its own organization, work equivalent to at least twenty percent (20%) of the total amount of work to be performed under the contract.

This procurement is a design-bid-build project.

This is not a public proposal opening. **DPAS Rating: DO-C2**

Enforceability of Proposal: The proposal must set forth full, accurate and complete information as required by this solicitation. The Government wi rely on such information in the award of a contract. By submission of the offer, the Offeror agrees that all items proposed will be enforced for the duration of the contract. Any substitutions after contract award will be equal or better than as proposed and shall require the Contracting Officer's approval prior to implementation.

Subcontracting Plan is Required. IAW PL 95-507 AND PL 100-280 for Large Business Concerns.

DFARS 252.247-7023, Transportation of Supplies by Sea applies to this contract. Within 30 days of each shipment, the Contractor is required to provide an electronic copy of the carrier's bill of lading to the Contracting Officer and to MARAD via e-mail. MARAD email: Marguerite.Speights@dot.gov. In addition, the Contractor shall notify the Contracting Officer when oceanic shipments have been initiated within 3 working days of shipment.

11. The Contractor shall begin performance within 15 calendar days and complete it within See Section 00700 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable.

12.a THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES", indicate within how many calendar days after award in Item 12B.)* ☒ YES ☐	12.B CALENDAR DAYS 30

13. ADDITIONAL SOLICITATION REQUIREMENTS:
A. Sealed offers in original and See Section 00100 copies to perform the work required are due at the place specified in Item 8 by See Section 00100. If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
B. An offer guarantee ☒ is, ☐ is not required.
C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
D. Offers providing less than 150 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)* *N62742-15-R-1305*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*	15. TELEPHONE NO./FACSIMILE NO. *(Include area code)*
DUNS NO. CAGE CODE TIN NO. CODE FACILITY CODE	16. REMITTANCE ADDRESS *(Include only if different than Item 14)*

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of the solicitation, if this offer is accepted by the Government in writing within ____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.*

AMOUNTS	SEE ATTACHED PRICE PROPOSAL SCHEDULE

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZATION TO SIGN OFFER *(Type or print)*	20B. SIGNATURE	20C. OFFER DATE

AWARD *(To be completed by Government)* *N62742-15-C-1305*

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* See Section 00700. Payment by electronic system - WAWF	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO ☐ 10 U.S.C. 2304(c) ( ) ☐ 41 U.S.C.253(c) ( )

26. ADMINISTERED BY CODE N62742	27. PAYMENT WILL BE MADE BY
Commanding Officer NAVFAC Hawaii ROICC Kaneohe Bay Box 63068, Bldg 566 Kaneohe Bay, HI 96863-3068	Defense Finance & Accounting Service DFAS Cleveland Norfolk Accounts Payable P.O. Box 998022 Cleveland, OH 44199

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *Contractor is required to sign this document and return __ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form an any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☐ 29. AWARD (*Contractor is not required to sign this document.)* Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*		31A. NAME OF CONTRACTING OFFICER *(Type or print)*	
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

SOLICITATION, OFFER AND AWARD (SF 1442), CONTINUED
PRICE PROPOSAL SCHEDULE
FOR
RFP NO. N62742-15-R-1305
WON 1312011, FY15 MCON P-861 FACILITY MODIFICATIONS FOR VMU, MWSD AND CH53E, MARINE CORPS BASE HAWAII, KANEOHE, HI

ITEM NO	DESCRIPTION	QTY	UNIT OF ISSUE	UNIT PRICE	AMOUNT
0001	BASE ITEM: The basis for CLIN 0001 is the price for all work complete in accordance with the drawings and specifications for WON 1312011**,** but not including work specified under any other CLIN.	1	LS		$ _____
DEDUCTIVE LINE ITEMS					
0002	DEDUCTIVE ITEM 1. Price for all work for the reduction of Pavement at Building 373 Compound. Contractor shall not include work to provide new asphaltic concrete pavement.	1	LS		($ _____)
0003	DEDUCTIVE ITEM 2 Price for all work to delete the photovoltaic array system at the 3D Radio Automotive Organization Vehicle Shop; Building CWHE at Building 373 Complex; and Building 271.	1	LS		($_____)
0004	DEDUCTIVE ITEM 3 Price for all work to delete the inspection pit at the 3D Radio Automotive Organization Vehicle Shop. Contractor shall provide a level concrete slab in lieu of the inspection pit.	1	LS		($_____)
	TOTAL of CLIN 0001 less CLINs 0002, 0003 and 0004			**Lump Sum**	**$_____**
0005	FURNITURE, FIXTURES AND EQUIPMENT				
000501	Planned Modification: Furniture, Fixtures and Equipment	Gov't Estimated Amount	$1,855,000.00		
000502	Handling and Administrative Rate (HAR) NTE 5% _____%		$_____		
	CLIN 0005 TOTAL				$_____
	GRAND TOTAL (CLINs 0001 and 0005, less CLINS 0002, 0003, 0004			**Lump Sum**	**$_____**

Notes:

1. See Document 00202 for the Price Evaluation.
2. The Offeror SHALL include a price for ALL CLINs.
3. Multiple awards will not be made.

4. The magnitude of construction for CLIN 0001 is between $25,000,000 and $75,000,000.

5. For evaluation purposes only, in the event of a discrepancy between the extended price for the HAR and the actual calculation of the HAR percentage proposed multiplied by the Government Estimated Amount, the Government will use the percentage proposed and will adjust your proposal accordingly.

6. In the event there is a difference between the grand total and the calculation of the individual prices proposed to arrive at the grand total, the individual prices proposed for each CLIN will be held to be the intended price and the grand total will be adjusted accordingly.

7. The following notes apply to CLIN 0005 for Furniture, Fixtures and Equipment (FF&E):

a. Government Estimated Amount for FF&E. The Government Estimated Amount for FF&E, as shown above (CLIN 000501), includes the material cost, freight and installation charges. The Government Estimated Amount has been identified to provide Offerors with the projected magnitude of effort for FF&E. The total CLIN 0005 amount shall include all costs to procure, install and store the Furniture Fixtures and Equipment and includes the Prime Contractor's proposed Handling and Administrative Rate (HAR).

b. Prime Contractor Handling and Administration Rate (HAR). Offerors may propose a HAR fee in CLIN 000502, up to but not to exceed 5%, for the handling and administration of the FF&E. This fee will account for all administrative costs; overhead; bonding fees, if any; administration of subcontractors; profit; and any other costs associated with and related to the coordination and processing of the procurement and installation of the FF&E. The prime contractor's proposed HAR mark-up will be applied to the Government Estimated Amount to derive a total proposed price for CLIN 0005.

c. The prime contractor's HAR percentage rate will be incorporated into the contract as proposed and will not be adjusted regardless of fluctuations in the Government Estimated Amount. The HAR is a fixed percentage rate that will be utilized in calculating the final price for the planned modification. When the final FF&E package is priced, the contractor's proposed HAR percentage rate, as incorporated into the contract, will be applied to the selected supplier/vendor's quote to arrive at a total proposed price for final negotiation of the planned modification.

d. It is anticipated that two planned modifications will be awarded at least six months prior to the completion of the work for the following: (1) 3D Radio Auto Org Shop, VMU Hangar 102, MEDLOG Building 271, and 21st Dental Building 271; and (2) VMU Building 373, MWSD Building 373, MWSD Building 388, MWSD Building 6082, MWSD Building 3085, and MWSD Construction/Weight Handling Building. Please be advised that revisions to the planned modifications may be made dependent upon the sequencing of the work. The planned modifications will be issued after receipt of appropriate funding. A minimum of six months is required for the contractor to purchase, deliver and install the FF&E without impacting the overall completion date of the project. No schedule extensions will be granted if the planned modification is awarded at least six months prior to the contract completion date. If the Government decides to negotiate and award the planned modification less than six months prior to the contract completion date, the contractor may be entitled to a contract extension.

e. The design for the FF&E will be performed by others. Upon completion of the FF&E package and selection of the best value supplier by others, the Contracting Officer will issue Requests for Proposal to the prime contractor for the FF&E requirements. See Specification Section 01 30 01.00 22.

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(B) 00100 INSTRUCTIONS TO OFFERORS

(C) 00 01 15 LIST OF DRAWINGS

(D) 00202 EVALUATION FACTORS FOR AWARD

(E) 00600 REPRESENTATIONS AND CERTIFICATIONS

(F) 00700 CONTRACT CLAUSES

(G) 00800 STATE OF HAWAII GENERAL WAGE DECISION NO. HI150001, MODIFICATION NO. 07, PUBLICATION DATE 03/27/2015

(H) NAVFAC SPECIFICATION WORK ORDER NO (WON).1312011

(2) CONTRACT FORMS AND CONDITIONS OF THE CONTRACT

(A) SOLICITATION, OFFER AND AWARD (SF1442) (Rev. 4-85)

(B) 00 01 15 LIST OF DRAWINGS

(C) 00700 CONTRACT CLAUSES (FULL TEXT)

(D) 00800 STATE OF HAWAII GENERAL WAGE DECISION NO. HI150001, MODIFICATION NO.07, PUBLICATION DATE 03/27/2015

(E) NAVFAC SPECIFICATION WORK ORDER NO (WON) 1312011

DOCUMENT 00100

INSTRUCTIONS TO PROPOSERS
03/15

1.1 NUMBER OF COPIES/TIME OF RECEIPT
1.2 INSTRUCTION FOR OBTAINING THE REQUEST FOR PROPOSAL
1.3 INSTRUCTIONS FOR SUBMITTING QUESTIONS REGARDING SOLICITATION
1.4 AMENDMENTS
1.5 PREAWARD SURVEY/RESPONSIBILITY DETERMINATION
1.6 JOINT VENTURES (JV), LIMITED LIABILITY COMPANIES (LLC), LIMITED PARTNERSHIPS (LTD), ETC.
1.7 FAR 52.204-7, SYSTEM FOR AWARD MANAGEMENT (JUL 2013) / DFARS 252.204-7004 ALTERNATE A SYSTEM FOR AWARD MANAGEMENT (FEB 2014)
1.8 FAR 52.211-6, BRAND NAME OR EQUAL (AUG 1999)
1.9 FAR 52.211-14, NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)
1.10 FAR 52.215-1, INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)
1.11 FAR 52.215-22, LIMITATIONS ON PASS-THROUGH CHARGES—IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)
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1.15 FAR 52.222-56, CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN
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1.17 FAR 52.233-2, SERVICE OF PROTEST (SEP 2006)
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1.19 FAR 52.236-28, PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)
1.20 DFARS 252.215-7008, ONLY ONE OFFER (OCT 2013)
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DOCUMENT 00100

INSTRUCTIONS TO PROPOSERS
03/15

1.1 NUMBER OF COPIES/TIME OF RECEIPT

a. TECHNICAL PROPOSAL (FACTORS 1, 2, and 3) (PAPER): An original paper and three (3) paper copies of the technical proposal for Factors 1 and 2 shall be submitted on **13 May 2015, 2:00 p.m., H.S.T.** in a sealed envelope/package/box and marked in the bottom right corner "TECHNICAL PROPOSAL SUBMITTED UNDER RFP N62742-15-R-1305 - DO NOT OPEN IN MAILROOM." Identify the original proposal as "Original" on the cover of the proposal. The TECHNICAL PROPOSAL shall be submitted in a three-ring binder with table of contents and tabbed. The TECHNICAL PROPOSAL shall include the following:

(1) All information required by Factor 1, Experience
(2) All information required by Factor 2, Past Performance
(3) All information required by Factor 3, Safety

b. PRICE PROPOSAL (PAPER): An original paper and one (1) paper copy of the price proposal shall be submitted on **13 May 2015, 2:00 p.m., H.S.T.** in a sealed envelope and marked in the bottom right corner "PRICE PROPOSAL SUBMITTED UNDER RFP N62742-15-R-1305 - DO NOT OPEN IN MAILROOM."

The Price Proposal shall include the following:

(1) Signed and completed SF 1442 (Solicitation, Offer and Award)
(2) Bid Guarantee
(3) Representations and Certifications (See Section 00600)
(4) Current VETS 100 Report Verification
(5) Current company balance sheets (will be used for responsibility determination)
(6) Information required by paragraph 1.5, Pre-Award Survey/Responsibility Determination
(7) Information required by paragraph 1.6, Joint Ventures (JV), Limited Liability Companies (LLC), Limited Partnerships (LP), Etc.

c. SMALL BUSINESS SUBCONTRACTING PLAN/SUBCONTRACTING BREAKDOWN (PAPER): An original paper and one (1) paper copy of the Small Business Subcontracting Plan/Subcontracting Breakdown shall be submitted on **14 May 2015, 2:00 p.m. H.S.T.** in a sealed envelope and marked in the bottom right corner "SMALL BUSINESSS SUBCONTRACTING PLAN/SUBCONTRACTING BREAKDOWN PROPOSAL SUBMITTED UNDER RFP N62742-15-R-1305 – DO NOT OPEN IN MAILROOM."
The Small Business Subcontracting Plan/Subcontracting Breakdown shall be submitted as follows:

SMALL BUSINESS SUBCONTRACTING PLAN/SUBCONTRACTING BREAKDOWN

a. The Government will evaluate your Small Business Subcontracting Plan/Subcontracting Breakdown for the following. The evaluation of the Small Business Subcontracting Plan/Subcontracting Breakdown is separate from the technical evaluation, therefore, any communication on the Subcontracting Plan/Breakdown will not be considered discussions as defined in FAR 15.306.

(1) The extent to which the proposal provides Small Business Subcontracting goals that meet or exceed the minimum NAVFAC Small Business Subcontracting Targets. The proposed goals and NAVFAC Subcontracting Targets are expressed as a percentage of total subcontracted values. The minimum NAVFAC Subcontracting Targets are as follows:

	FY2015	FY2016	FY2017
SB	66.80%	66.94%	67.0%
SDB	17.27%	17.44%	9.12%
WOSB	15.30%	15.45%	17.62%
HUBZone	8.94%	9.03%	15.61%
SDVOSB	3.03%	3.06%	3.09%

(2) Identify in terms of dollar value and percentage of the total acquisition, the extent of work you will perform as the prime contractor. If submitting an offer as a Joint-Venture, identify the percentage of work each member will be responsible for and indicate the size status of each member, e.g., LB, SB, SDB, WOSB, HUBZone SB, etc.

b. Solicitation Submission Requirements:

Your subcontracting plans/breakdowns shall be submitted with your price proposal.

If you are a Large Business, submit a Small Business Subcontracting Plan for this project in the format provided in Attachment (A) for this factor, to include all information required in the attachment. If you are a Small Business, submit a subcontracting participation breakdown in the format provided in Attachment (B) for this factor. All proposers: To demonstrate commitment in using small business concerns, the Small Business Subcontracting Plan or subcontracting participation breakdown may list all subcontractors by name. If the proposed Small Business Subcontracting goals do not meet the minimum NAVFAC Small Business Subcontracting Targets, include a detailed explanation describing the actions taken to arrive at that determination, along with an explanation for the goals that actually were proposed.

Attachment A – Small Business Subcontracting Plan.
Attachment B – Small Business Offeror Small Business Participation Breakdown

c. PRICE AND TECHNICAL PROPOSALS (ELECTRONIC): An electronic copy of the price and technical proposals and the Subcontracting Plan/Subcontracting Breakdown shall be submitted in .pdf format on a CD-ROM within 10 work days of the RFP closing. The offeror is responsible for ensuring that all original paper and electronic copies are identical. Should there be a discrepancy between the paper and electronic versions, the paper copy shall govern.

d. Proposals shall be submitted as follows:

(1) If sent via U. S. Postal Mail:

Naval Facilities Engineering Command, Pacific
Construction Contracts Branch (ACQ31)
258 Makalapa Drive, Suite 100
Pearl Harbor, HI 96860-3134

(2) If hand-carried/Private Courier (Delivery hours between 7:00 AM and 2:00 PM, Monday Through Friday except Federal Holidays)

Naval Facilities Engineering Command, Pacific
Construction Contracts Branch (ACQ31)
4262 Radford Drive, Building 62
Honolulu, HI 96818-3296

1.2 INSTRUCTION FOR OBTAINING THE REQUEST FOR PROPOSAL

The RFP, excluding the drawings, will be available through the NECO website https://www.neco.navy.mil. The RFP including the drawings can be accessed at the following direct link

https://www.fbo.gov/fedteds/TDPN6274215R1305. Printed copies of the RFP will not be issued. Contractors must register at the Federal Business Opportunities (FBO) website https://www.fbo.gov to obtain access to the RFP drawings. Registration instructions can be found on the FBO website. Once registered in FBO, the contractor must request explicit access to the drawings. An email will be forwarded once the contracting office has approved or declined the request. Approved contractors may view and/or download the drawings.

1.3 INSTRUCTIONS FOR SUBMITTING QUESTIONS REGARDING SOLICITATION

Questions regarding the solicitation shall be submitted in **writing** in WORD format via electronic mail to Ms. Norine Horikawa at norine.horikawa@navy.mil. Please do not submit questions in a table. Questions shall reference the drawing/detail and/or the specification section including paragraph number. Verbal queries will not be entertained. Responses to the questions will be provided in the form of a Notice and posted to the web site https://www.neco.navy.mil. The Government may not respond to questions submitted less than 10 days before the proposal receipt due date.

1.4 AMENDMENTS

Amendments will normally be posted to the web site https://www.neco.navy.mil. If the amendment contains drawings, the amendment, excluding the drawings, will be posted to http://www.neco.navy.mil. If the amendment contains drawings, the drawings can be accessed at the following direct link https://www.fbo.gov/fedteds/TDPN6274215R1305. It is highly recommended that firms register on the NECO and FBO website as a planholder as this will be the only planholder's list available. It is the offeror's responsibility to check the NECO and FBO website periodically for any amendments to the solicitation.

1.5 PREAWARD SURVEY/RESPONSIBILITY DETERMINATION

FAR §9.104 requires prospective contractors to demonstrate, among other things, that they have adequate financial resources to perform the contract or the ability to obtain them, capability to comply with the required performance schedule, a satisfactory performance record, and be otherwise eligible to receive an award under applicable laws and regulations. The pre-award survey is not a part of the technical evaluation. The following information shall be submitted:

a. Company financial statements (balance sheets and income statements) for past three years.

b. Financial resources available to perform the contract. Submit evidence of availability of working/operating capital that will be used for the performance of the contract. If the offeror plans to rely on financial support from other sources, identify the maximum lines of credit that will be available to include documentation to support the amounts. The maximum lines of credit should be based upon the inclusion of this contract effort. For joint ventures discuss the financial responsibilities for each partner.

c. Newly-formed entities (e.g. limited liability companies ("LLC's"), limited partnerships ("LTD's") and newly-created corporate subsidiaries) that is the entity liable for the contract ordinarily have no record–or an insufficient record–of relevant experience, past performance, and financial capability to support a responsibility determination. In such cases, the offeror may rely on the resources of the LLC member, parent, limited partner, or other entities related to the offeror for responsibility purposes where the offer submits a guaranty from the entity providing the resources. The offeror shall provide a guaranty agreement (See Form DCMA Form 1620 attached) for the contract price.

d. A list of existing commercial and government business commitments to include contract numbers, names of Contracting Officers, telephone numbers, value of contract, completion date and percent complete. If the list of existing commitments is extensive, provide the required information on at least five projects of similar dollar value and a summary of the existing commitments to include number of contracts, total dollar value of all contracts, and total dollar value of work remaining.

1.6 JOINT VENTURES (JV), LIMITED LIABILITY COMPANIES (LLC), LIMITED PARTNERSHIPS (LP), ETC.

Joint Ventures and Limited Liability Companies and Limited Partnerships shall submit the following additional documentation regarding their business entities:

a. A copy of the JV, LLC or LP agreement.

b. A detailed statement outlining the following in terms of percentages where appropriate:
1. The relationship of the team/partners/parties in terms of business ownership, capital contribution, profit distribution or loss sharing.
2. The management approach in terms of who will conduct, direct, supervise, and control.
3. The structure and decision-making responsibilities of the partners/parties in terms of who will control the manner and method of performance of work.
4. Identify (by name and title) the personnel having the authority to legally bind the partners/parties (including authority to execute the contract documents and bonds).

c. A list of partners/parties, to include company name, DUNS and CAGE Numbers, Address, Point of Contract, Email address, phone number and facsimile number.

1.7 FAR 52.204-7, CENTRAL CONTRACTOR REGISTRATION (JUL 2013) DFARS 252.204-7004, ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)

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

"System for Award Management (SAM) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR 32.11) for the same parent concern.

"Registered in the System for Award Management (SAM) database" means that—

(1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database; and

(2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and

(4) The Government has marked the record "Active."

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at http://fedgov.dnb.com/webform or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at https://www.acquisition.gov .

1.8 FAR 52.211-6, BRAND NAME OR EQUAL (AUG 99)

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must-

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by-

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modification the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modification.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

1.9 FAR 52.211-14, NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)

Any contract awarded as a result of this solicitation will be _ DX rated order; X DO-C2 rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

1.10 FAR 52.215-1, INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

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

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.”

“In writing,” “writing,” or “written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (*e.g*., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and
(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show --

(i) The solicitation number;
(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.*

(i) Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals

will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall --

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:
Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

1.11 FAR 52.215-22, LIMITATIONS ON PASS-THROUGH CHARGES—IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)

(a) *Definitions*. Added value, excessive pass-through charge, subcontract, and subcontractor, as used in this provision, are defined in the clause of this solicitation entitled "Limitations on Pass-Through Charges" (FAR 52.215-23).

(b) *General*. The offeror's proposal shall exclude excessive pass-through charges.

(c) Performance of work by the Contractor or a subcontractor.

(1) The offeror shall identify in its proposal the total cost of the work to be performed by the offeror, and the total cost of the work to be performed by each subcontractor, under the contract, task order, or delivery order.

(2) If the offeror intends to subcontract more than 70 percent of the total cost of work to be performed under the contract, task order, or delivery order, the offeror shall identify in its proposal—

(i) The amount of the offeror's indirect costs and profit/fee applicable to the work to be performed by the subcontractor(s); and

(ii) A description of the added value provided by the offeror as related to the work to be performed by the subcontractor(s).

(3) If any subcontractor proposed under the contract, task order, or delivery order intends to subcontract to a lower-tier subcontractor more than 70 percent of the total cost of work to be performed under its subcontract, the offeror shall identify in its proposal—

(i) The amount of the subcontractor's indirect costs and profit/fee applicable to the work to be performed by the lower-tier subcontractor(s); and

(ii) A description of the added value provided by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

1.12 FAR 52.216-1, TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

1.13 FAR 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.

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

(a) The offerors 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
69.1	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 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. T he 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; (i) Employer identification number of the subcontractor;

(2) Estimated dollar amount of the subcontract;

(3) Estimated starting and completion dates of the subcontract; and

(4) 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 **Honolulu County**.

1.15 FAR 52.222-56, CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (MAR 2015)

(a) The term “commercially available off-the-shelf (COTS) item,” is defined in the clause of this solicitation entitled “Combating Trafficking in Persons” (FAR clause 52.222-50).

(b) The apparent successful Offeror shall submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the contract that—

(1) Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and

(2) Has an estimated value that exceeds $500,000.

(c) The certification shall state that—

(1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and

(2) After having conducted due diligence, either—

(i) To the best of the Offeror's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or

(ii) If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

1.16 FAR 52.225-12, NOTICE OF BUY AMERICAN REQUIREMENT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014) ALTERNATE I (MAY 2014) ALTERNATE II (JUN 2009)

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "construction material," "designated country construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American—Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) *Requests for determination of inapplicability*. An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

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

(d) Alternate offers.

(1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested—

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

(ii) May be accepted if revised during negotiations.

1.17 FAR 52.233-2, SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from NAVFACENGCOM, Pacific (ACQ31), Construction Contracts Branch, 258 Makalapa Drive, Suite 100, Pearl Harbor, HI 96860-3134.

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

1.18 FAR 52.236-27, SITE VISIT (CONSTRUCTION) (FEB 1995)

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

(b) A **one-time** pre-proposal site visit has been scheduled for 22 April 2015 at 9:00 a.m. HST. This site visit is to provide Offerors with an opportunity to familiarize themselves with the jobsite and conditions to be encountered and **is not** for the purpose of answering questions. Offerors interested in attending the pre-site visit must email the following information to Ms. Norine Horikawa at norine.horikawa@navy.mil on or **before16 April 2015 at 10:00 a.m. HST.**

(c) If you have a current MCBH pass, you are not required to submit the following information. Please be advised that RapidGate passes are not honored at MCBH, therefore, please submit the following information:

FIRM:
VISITOR'S NAME:
VISITOR'S SSN:

(d) **PLEASE BE INFORMED**: **If an attendee submits the application form after the specified due date, they may not be able to attend the site visit.**

(d) The furnishing of the above information, including your Social Security Number, is voluntary. However, your failure to furnish all or part of the information request may result in the Government's denial of access to the jobsite. Any of the above information furnished by you and protected under the Privacy Act shall not be released unless permitted by law and/or you have consented to such release.

(e) Please be prepared to show current vehicle registration, insurance, and safety check at the gate.

1.19 FAR 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 subparagraphs (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.

1.20 DFARS 252.215-7008, ONLY ONE OFFER (OCT 2013)

(a) After initial submission of offers, the Offeror agrees to submit any subsequently requrested additional cost or pricing data if the Contracting Officer notifies the offeror that—

(1) Only one offer was received; and

(2) Additional cost or pricing data is required in order to determine whether the price is fair and reasonable or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 2306a and FAR 15.403-3).

(b) *Requirement for submission of additional cost or pricing data.* Except as provided in paragraph (c) of this provision, the Offeror shall submit additional cost or pricing data as follows:

(1) If the Contracting Officer notifies the Offeror that additional cost or pricing data are required in accordance with paragraph (a) of this clause, the data shall be certified unless an exception applies (FAR 15.403-1(b)).

(2) *Exceptions from certified cost or pricing data.* In lieu of submitting certified cost or pricing data, the Offeror may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial item exception.* For a commercial item exception, the Offeror shall submit, at a minimum, information on prices at which the same item or/ similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include—

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market; or

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(3) The Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Offeror's determination of the prices to be offered in the catalog or marketplace.

(4) *Requirements for certified cost or pricing data.* If the Offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(i) The Offeror shall prepare and submit certified cost or pricing data and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used, unless the Contracting Officer and the Offeror agree to a different format.

(ii) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable [*U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification*].

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(d) If negotiations are conducted, the negotiated price should not exceed the offered price.

1.21 DFARS 252.236-7008, CONTRACT PRICES--BIDDING SCHEDULES (DEC 1991)

(a) The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for--

(1) Furnishing all plant, labor, equipment, appliances, and materials; and

(2) Performing all operations required to complete the work in conformity with the drawings and specifications.

(b) The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

1.22 NFAS 5252.228-9302, BID GUARANTEE (OCT 2004)

To assure the execution of the contract and the performance and payment bonds, each bidder/offeror shall submit with its bid/offer a guarantee bond (Standard Form 24) executed by a surety company holding a certificate of authority from the Secretary of the Treasury as an acceptable surety, or other security as provided in FAR Clause 52.228-1, "Bid Guarantee". Security shall be in a penal sum equal to at least 20 percent of the largest amount for which award can be made under the bid submitted, but in no case to exceed $3,000,000. A copy of the agent's authority to sign bonds for the surety company shall accompany the bid guarantee bond.

--End of Document--

DOCUMENT 00202

EVALUATION FACTORS FOR AWARD

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PART I. GENERAL

1.1 INTENT TO AWARD WITHOUT DISCUSSIONS

The Government intends to evaluate the proposals for technical acceptability and price reasonableness and to award a contract without conducting discussions. Therefore, your initial proposal shall conform to the solicitation requirements and should contain your best offer from a technical and price standpoint. The Contracting Officer may, in accordance with the provisions of this solicitation and applicable regulations, evaluate price for those proposals determined to be technically acceptable. Those proposals that receive an unacceptable rating on any of the technical factor, resulting in an overall Unacceptable rating may not receive further consideration for award.

1.2 COMPETITIVE RANGE

The Government reserves the right to conduct discussions, if required. If all proposals are determined unacceptable and/or unreasonably priced, the Contracting Officer may conduct discussions with the Offerors determined to be within the competitive range. The Government may limit the number of proposals in the competitive range to the most highly rated proposals with a chance for contract award, unless the range is further reduced for purposes of efficiency.

1.3 ENFORCEABILITY OF PROPOSAL

The proposal must set forth full, accurate and complete information as required by this solicitation. The Government will rely on such information in the award of a contract. By submission of the offer, the Offeror agrees that all items proposed (e.g., key personnel, sub-contractors, etc.) will be utilized for the duration of the contract and any substitutions must be equal or better and will require prior approval by the Contracting Officer.

PART II. EVALUATION FACTORS / RATING SCHEME

2.1 EVALUATION CRITERIA AND BASIS OF AWARD

The contract resulting from this solicitation will be awarded to that responsible Offeror whose offer, conforming to the solicitation, is determined to be the lowest evaluated price of proposals meeting or exceeding the acceptability standards for the technical factors. An overall technical factor rating must be at least “ACCEPTABLE” in order to be considered for award. An “UNACCEPTABLE” rating in any factor will result in the overall technical proposal being rated “UNACCEPTABLE” unless corrected through discussions. An overall technical rating of “UNACCEPTABLE” will make a proposal ineligible for award

2.2 PRICE EVALUATION

a. It is the Government’s objective to obtain CLIN 0001, Base Item, within the funds available for award of a contract.

b. One or more of the following techniques may be used to evaluate the total evaluated price to ensure that it is fair and reasonable:

- Comparison of proposed prices received in response to the solicitation
- Comparison of proposed prices with the independent Government Estimate
- Comparison of previously proposed prices and previous Government and commercial prices with current proposed prices for the same or similar service/items, if both the validity of the comparison and the reasonableness of the previous price(s) can be established.

b. The price proposals will be listed from lowest to highest based on the evaluation criteria stated above.

c. The price proposal will initially be evaluated separately from the technical proposal.

2.3 TECHNICAL EVALUATION FACTORS

The following evaluation factors shall be used to evaluate the technical proposals.

FACTOR A: EXPERIENCE
FACTOR B: PAST PERFORMANCE
FACTOR C: SAFETY

Each offeror's technical proposal will be evaluated separately from price. Upon the conclusion of the evaluation of the factors, an overall technical factor rating of Acceptable (A) or Unacceptable (U) will be assigned to each offeror's technical proposal. A rating of Unacceptable will render a proposal ineligible for award.

A deficiency will result in an Unacceptable rating.

Definitions	
Deficiency	A material failure of a proposal to meet a Government requirement that increases the risk of unsuccessful contract performance to an unacceptable level.

Factor A – Experience:

(a) Basis of Evaluation:

The requirement for acceptability will be based upon meeting the criteria for relevancy of the projects submitted for evaluation.

(b) Solicitation Submittal Requirements:

The Offeror shall submit the following information:

Submit a maximum of three (3) construction projects for the Offeror that best demonstrates your experience on relevant projects that are similar in size, scope, and complexity to the RFP. For purposes of this evaluation, a relevant project is further as:

RELEVANT PROJECT: Construction of a new concrete building, approximately 18,000 SF AND alteration/renovation of historic administration/office spaces. In order to be considered relevant a project must have both features, construction of a new concrete building approximately 18,000 SF AND alteration/renovation of historic administration/office space and must be approximately $25M in dollar value, substantially complete within 10 years of the date of issuance of this RFP. Individual features do not have to be within a single project scope, however, projects containing individual features shall be (1) Approximately $15M in dollar values for the construction of a new concrete building, approximately 18,000 SF, substantially complete within 10 years of the date of issuance of this RFP, AND (2) Approximately $10M in dollar value for the alteration/renovation of historic administration/office spaces and shall be substantially complete within 10 years of the date of issuance of this RFP. Substantially complete means at least 90% physical completion.

NOTES:

1. A project is defined as a construction project performed under a single task order or contract. For multiple award and indefinite delivery/indefinite quantity type contracts, the contract as a whole shall not be submitted as a project; rather Offerors shall submit the work performed under a specific task order as a project.

2. The attached Construction Experience Project Data Sheet (Attachment A - DBB) is MANDATORY and SHALL be used to submit project information. Except as specifically requested, the Government will not consider information submitted in addition to this form. Individual blocks on this form may be expanded.

3. For all submitted projects, the description of the project shall clearly describe the scope of work performed and the relevancy.

4. If the Offeror is a Joint Venture (JV), relevant project experience should be submitted for projects completed by the Joint Venture entity or each Joint Venture partner. Offerors are still limited to a total of three (3) projects combined.

5. A subcontractor's experience may be utilized to demonstrate relevant project experience, however, the Prime Offeror shall also demonstrate relevant project experience with at least one relevant project. If the proposal does not submit a relevant project completed by the Prime Offeror, the proposal will be evaluated Unacceptable, despite a subcontractor's relevant projects.

6. The Government may consider the experience of a subcontractor where the Prime Contractor provides, in its proposal, evidence of a binding teaming agreement or other contractual agreement that explicitly states the roles and responsibilities of the Prime and the subcontractor. In addition, the teaming agreement or other contractual agreement must clearly state the roles and responsibilities of the Prime Contractor and the team subcontractors and must demonstrate the Prime Contractor's commitment to award a subcontract to the subcontractor and the subcontractor's commitment to enter into a subcontract with the Prime Contractor, to include legal accountability for both parties.

7. If an Offeror is utilizing experience information of affiliates/subsidiaries/parent/LLC/LTD member companies (name is not exactly as stated on the SF1442), the proposal shall clearly demonstrate that the affiliate/subsidiary/parent firm will have meaningful involvement in the performance of the contract in order for the experience information of the affiliate/subsidiary/parent/LLC/LTD member companies to be considered. The proposal shall state specific commitments of technical resources (e.g. personnel, equipment) that the affiliate/subsidiary/parent/LLC/LTD member companies commit to the performance of this contract. In particular, the proposal will clearly state the specific commitments of resources of the affiliate/subsidiary/parent/LLC/LTD member that will be located at the worksites and company offices in the city/area of the project. The proposal shall also describe specific roles of the affiliate/subsidiary/ parent/LLC/LTD member companies in terms of the work it will either self-perform or manage on behalf of the Offeror in performance of the contract. Any projects submitted in excess of the three (3) will not be considered.

Factor A - Experience	
Rating	**Description**
Acceptable (**A**)	At least one project submitted for evaluation clearly meets the definition of recent relevant project.
Unacceptable (**U**)	No project submitted for evaluation clearly meets the definition of recent relevant project.

Factor B – Past Performance:

(a) Basis of Evaluation:

This evaluation focuses on how well the Offeror performed on the relevant projects submitted under Factor A – Experience. The proposal shall demonstrate at least Satisfactory performance or better on a relevant project submitted under Factor A, in order to receive an Acceptable rating. In the case of an Offeror without a record of relevant past performance, without any relevant project identified in Factor A, or for whom information on past performance is not available or is so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror will not be evaluated favorably or unfavorably on past performance. The Offeror shall be determined to have Unknown past performance. In the context of acceptability/unacceptability, "Unknown" shall be considered "Acceptable."

(b) Solicitation Submittal Requirements:

If a completed Construction Contractor Appraisal Support System (CCASS) evaluation is available, it shall be submitted with the proposal for each project included in Factor A, Experience. If there is not a completed CCASS evaluation then submit Past Performance Questionnaires (PPQs), Attachment B, for each project included in Factor A. The Offeror shall provide completed PPQ's with their proposal. If the Offeror has a less than Satisfactory performance rating on a recent relevant project, the Offeror may submit acceptable explanations for the ratings received.

The Government reserves the right to contact references for verification or additional information. The Government's inability to contact any of the Offeror's references or the references unwillingness to provide the information requested may affect the Government's evaluation of this factor. In addition to the above, the Government reserves the right to obtain information on relevant projects for use in the evaluation of past performance from any and all sources including sources outside of the Government. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of Contractors who are part of a partnership or joint venture identified in the Offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the Offeror.

Performance awards, letters of appreciation, certificates or any other additional information submitted will not be considered.

Past Performance, Factor B, will be rated on an Acceptable, Unacceptable, or Unknown basis using the ratings in the following table:

Factor B – Past Performance	
Rating	**Description**
ACCEPTABLE	The proposal demonstrates Satisfactory or better past performance ratings for projects submitted under Factor A.
UNACCEPTABLE	The proposal did not demonstrate at least Satisfactory or better past performance rating for one or more projects submitted under Factor A and acceptable explanations were not provided for the rating received.
UNKNOWN	The Offeror does not have any record of past performance on any project submitted under Factor A, does not have any project that could be evaluated as meeting the criteria for relevant project, or in the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305(a)(2)(iv)). Therefore, the Offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability "unknown" shall be considered "acceptable."

Factor C – Safety;

(a) Basis of Evaluation:

The Government is seeking to determine whether the Offeror has an acceptable safety record. The Government will evaluate the Offeror's overall safety record as evidenced by the TRC and DART rates, if the Offeror's plan includes safety in the evaluation and selection of subcontractors, and if the narrative includes a plan to monitor the safety performance of subcontractors during performance. The evaluation will collectively consider the following:

- OSHA Total Recordable Case (TRC) Rate
- OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate

- Offeror's Technical Approach to Safety

The Offeror shall have TRC rates of 4.0 or less AND DART rates of 3.0 or lower for each of the three years in order to be considered Acceptable. Higher rates for either TRC or DART may be evaluated Acceptable if the Offeror provides an acceptable explanation for the higher rates and addresses corrective measures taken to prevent repeat occurrences. If no explanation is given, the proposal will be evaluated Unacceptable.

(b) Submittal Requirements:

The Offeror shall submit the following information: For a partnership or joint venture, the following submittal requirements are required for each Contractor who is part of the partnership or joint venture; however, only one safety narrative is required. TRC and DART Rates shall not be submitted for subcontractors.

(1) OSHA Total Recordable Case (TRC) Rate:

For the three (3) previous complete calendar years, submit your OSHA Total Recordable Case (TRC) Rate, as defined by the U.S. Department of Labor, Occupational Safety and Health Administration. If you cannot submit an OSHA TRC Rate, affirmatively state so, and explain why. Any events/circumstances that affected the OSHA TRC Rate data should be addressed as part of this element.

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

For the three (3) previous complete calendar years, submit your OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate, as defined by the U.S. Department of Labor, Occupational Safety and Health Administration. If you cannot submit an OSHA DART Rate, affirmatively state so, and explain why. Any events/circumstances that affected the OSHA DART Rate data should be addressed as part of this element.

(3) Technical Approach for Safety:

Describe the plan that the Offeror will implement to qualify, evaluate, select and oversee its potential subcontractors. This Safety narrative shall be limited to one page. Offerors must submit both (1) a plan to include the safety performance of subcontractors in the selection process for all levels of subcontractors and (2) a plan to monitor the safety of those subcontractors during contract performance, highlighting what specific management practices will be in place for providing deliberate safety program management and mishap prevention support to those sub-contractors whose TRC is greater than 4.0 and whose DART rate is greater than 3.0. Offerors who fail to submit either of elements of evaluation will be rated UNACCEPTABLE.

The acceptability of the Offeror's safety record will be evaluated based upon the following criteria:

Factor C - Safety	
Criteria	**Description**
1	OSHA Total Recordable Case (TRC) Rate of 4.0 or less OR if the TRC rate exceeds 4.0, the Offeror's explanation of the events/circumstances that affected the rate(s) and actions taken to prevent future occurrences.
2	Days Away from Work, Restricted Duty, or Job Transfer (DART) of 3.0 or less OR if the DART rate exceeds 3.0, the Offeror's explanation of the events/circumstances that affected the rate(s) and actions taken to prevent future occurrences.
3	The Government will evaluate the narrative to determine if subcontractor safety performance will be considered in the qualification, evaluation, selection, of all levels of subcontractors on the upcoming project, and both the plan to monitor the safety of those subcontractors during contract performance, highlighting what specific management practices will be in place for providing deliberate safety program management and mishap prevention support to those sub-contractors whose TRC is greater than 4.0 and whose DART rate is greater than 3.0. Offerors who fail to address either of these items (i.e. whether the safety performance of subcontractors will be evaluated in the selection process for all levels of subcontractors and

	whether the safety of those subcontractors will be monitored during contract performance) will be rated UNACCEPTABLE.

ATTACHMENT (A)

OFFEROR'S NAME:_____

FACTOR A - EXPERIENCE

Provide the following information on projects to demonstrate the Construction Contractor's recent relevant experience. Use continuation sheets, if necessary. See Document 00202 for additional information and requirements.

1.	**Factor A Project No**. (circle one)	1 2 3
2.	**Contract Information**:	
a.	Contract/Task Order No.:	
b.	Type of Contract/Task Order:	
c.	Award Date:	
d.	Project Title:	
e.	Project Location:	
f.	Original Contract Amount:	
g.	Final Contract Amount:	
h.	Original Contract Completion Date:	
i.	Final Contract Completion Date:	
3.	**Contractor Information**:	
a.	Name of Prime Contractor/Joint Venture Performing the Contract (as shown on the contract documents):	
b.	Offeror's Role: (check one)	___ Prime Contractor ___ Subcontractor ___ Joint Venture
c.	Percentage of Work Performed by Offeror:	
d.	If the Offeror's role was a subcontractor or Joint Venture, describe work performed, e.g., structural, concrete, plumbing, etc.	
4.	**Owner/Customer Information**:	
a.	Owner/Customer Name:	
b.	Owner/Customer Point of Contact:	
c.	Owner/Customer Phone:	
d.	Email address:	
5.	**Project Information**	
a.	Type of Work: (check one) _____New Construction _____Renovation	
b.	Project Description. Provide a detailed description of the project scope as it relates to the evaluation criteria stated in Factor A. Description shall be in sufficient detail for the Government to determine relevancy of this project.	

c. Description of Work Performed by the Offeror. Provide a description of that portion of the project scope that was performed by the Offeror.
d. Other information the Offeror deems necessary for the Government's evaluation of recent relevant experience:

ATTACHMENT (B)

The NAVFAC Form PPQ shall be utilized for all evaluations that require a Past Performance Questionnaire (PPQ).

The current NAVFAC Form PPQ-0 dated 7 December 2011 is available at
https://portal.navfac.navy.mil/portal/page/portal/aq/pdffiles/ppq%20rev%20dec%202011.doc

Solicitation Submittal Requirements: IF A COMPLETED CPARS EVALUATION IS AVAILABLE, IT SHALL BE SUBMITTED WITH THE PROPOSAL. IF THERE IS NOT A COMPLETED CPARS EVALUATION, the Past Performance Questionnaire (PPQ), provided as Attachment A, is provided for the offeror to submit to their client for each project the offeror includes in its proposal for Factor A, Experience. AN OFFEROR SHALL NOT SUBMIT A PPQ WHEN A COMPLETED CPARS IS AVAILABLE.

Completed PPQs shall be submitted with your proposal. Offerors should follow-up with clients/references to ensure timely submittal of questionnaires.

ATTACHMENT (B)

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

CONTRACT INFORMATION (Contractor to complete Blocks 1-6)

1. Contractor Information

Firm Name: CAGE Code:
Address: DUNs Number:
Phone Number:
Email Address:
Point of Contact: Contact Phone Number:

2. Work Performed as: ☐ Prime Contractor ☐ Sub Contractor ☐ Joint Venture ☐ Other (Explain)
Percent of project work performed:
If subcontractor, who was the prime (Name/Phone #):
If subcontractor or Joint Venture, describe the work done:

3. Contract Information

Contract Number:
Delivery/Task Order Number (if applicable):
Contract Type: ☐ Firm Fixed Price ☐ Cost Reimbursement ☐ Other (Please specify):
Contract Title:
Contract Location:

Award Date (mm/dd/yy):
Contract Completion Date (mm/dd/yy):
Actual Completion Date (mm/dd/yy):
Explain Differences:

Original Contract Price (Award Amount):
Final Contract Price (*to include all modifications, if applicable*):
Explain Differences:

4. Project Description:

Complexity of Work ☐ High ☐ Med ☐ Routine
How is this project relevant to project of submission? (*Please provide details such as similar equipment, requirements, conditions, etc.*)

CLIENT INFORMATION (Client to complete Blocks 5-8)

5. Client Information

Name:
Title:
Phone Number:
Email Address:

6. Describe the client's role in the project:

7. Date Questionnaire was completed (mm/dd/yy)**:**

8. Client's Signature:

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

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

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

Contractor Information (Firm Name): _____
Client Information (Name): _____

TO BE COMPLETED BY CLIENT

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

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

Contractor Information (Firm Name): _____

Client Information (Name): _____

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

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

DOCUMENT 00600

REPRESENTATIONS AND CERTIFICATIONS FOR CONTRACTING BY NEGOTIATION
03/15

1.1 SUMMARY
1.2 FAR 52.204-8, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)/DFARS 252.204-7007, ALTERNATE A (JAN 2015)
1.3 FAR 52.204-16, COMMERCIAL AND GOVERNMENT ENTITY REPORTING (NOV 2014)
1.4 FAR 52.204-17, OWNERSHIP OR CONTROL OF OFFEROR (NOV 2014)
1.5 FAR 52.209-7, INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
1.6 FAR 52.219-4, NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2014)
1.7 FAR 52.225-25, PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (DEC 2012)
1.8 DFARS 252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)
1.9 DFARS 252.203-7998, PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS – REPRESENTATION (DEVIATION 2015-O0010)(FEB 2015)
1.10 DFARS 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-OO0005) (DEC 2014)
1.11 DFARS 252.225-7018, PHOTOVOLTAIC DEVICES – CERTIFICATE (JAN 2014)
1.12 DFARS 252.225-7042, AUTHORIZATION TO PERFORM (APR 2003)
1.13 DFARS 252.247-7022, REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

-- End Document Table of Contents--

DOCUMENT 00600

REPRESENTATIONS AND CERTIFICATIONS FOR CONTRACTING BY NEGOTIATION
03/15

Request for Proposal No: RFP N62742-15-R-1305

Name and Address of Offeror: _____

_____
_____

_____

Business Phone:(___)_____**Facsimile Phone:(__)**_____

CEC/DUNS Number: _____ **TIN NUMBER**:_____

CAGE Number:_____ **Email Address**:_____

1.1 SUMMARY

The following clauses are from the Federal Acquisition Regulations (FAR) and Department of Defense Federal Acquisition Regulation Supplement (DFARS). Complete the paragraphs below, and return with the proposal.

1.2 FAR 52.204-8, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) / DFARS 252.204-7007, ALTERNATE A (JAN 2015)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220.

(2) The small business size standard is $36.5M average annual receipts over the past 3 years.

(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 the 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:

[ ] (i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

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

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

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

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

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

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

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

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

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

(C) If the acquisition value is $50,000 or more but is less than $79,507, the provision with its Alternate II applies.

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

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

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

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

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

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

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

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

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

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

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

__ (vi) 52.227-6, Royalty Information.

__ (A) Basic.

__(B) Alternate I.

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

(d)(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 and contracts when contract performance will be in Italy.

(viii) 252.229-7013, Tax Exemptions (Spain)—Representation. Applies to solicitations and contracts 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.]*

__X__(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.

__X__(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 website 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 Provision #	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.

1.3 FAR 52.204-16, COMMERCIAL AND GOVERNMENT ENTITY REPORTING (NOV 2014)

(a) *Definition*. As used in this provision –

"Commercial and Government Entity (CAGE) code" means –

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or Government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

(b) The Offeror shall enter its CAGE code in its offer with its name and address or otherwise include it prominently in its proposal. The CAGE code entered must be for that name and address. Enter "CAGE" before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via–

(1) Registration in the System for Award Management (SAM) at www.sam.gov. If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Contractor and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

(2) *The DLA Contractor and Government Entity (CAGE) Branch*. If registration in SAM is not required for the subject procurement, and the offeror does not otherwise register in SAM, an offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at http://www.dlis.dla.mil/cage_welcome.asp.

(3) *The appropriate country codification bureau.* Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus and NSPA, as well as additional information on obtaining NCAGE codes, are available at http://www.dlis.dla.mil/Forms/Form_AC135.asp.

(d) Additional guidance for establishing and maintaining CAGE codes is available at http://www.dlis.dla.mil/cage_welcome.asp.

(e) When a CAGE Code is required for the immediate owner and/or the highest-level owner by 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE Code from that entity to supply the CAGE Code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

1.4 FAR 52.204-17, OWNERSHIP OR CONTROL OF OFFEROR (NOV 2014)

(a) *Definitions*. As used in this provision–

"Commercial and Government Entity (CAGE) code" means–

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it o has or o does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates "has" in paragraph (b) of this provision, enter the following information:
Immediate owner CAGE code: _____
Immediate owner legal name: _____
(*Do not use a "doing business as" name*)
Is the immediate owner owned or controlled by another entity?: o Yes or o No.

(d) If the Offeror indicates "yes" in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:
Highest-level owner CAGE code: _____
Highest-level owner legal name: _____
(*Do not use a "doing business as" name*)

1.5 FAR 52.209-7, INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than $10,000,000" means—
(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).
"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via https://www.acquisition.gov (see 52.204-7).

1.6 FAR 52.219-4, NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2014)

(a) *Definitions*. See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(c) *Waiver of evaluation preference*. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.

__Offeror elects to waive the evaluation preference.

(d) *Agreement*. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for—

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

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction.

(i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors.

(i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.

(f)(1) When the total value of the contract exceeds $25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than $25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) *Notice*. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

1.7 FAR 52.225-25, PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (DEC 2012)

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

"Person"—

(1) Means—

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

"Sensitive technology"—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall e-mail questions concerning sensitive technology to the Department of State at *CISADA106@state.gov*.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror—

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq*.) (see OFAC's Specially Designated Nationals and Blocked Persons List at http://www.treasury.gov/ofac/downloads/t11sdn.pdf).

(d) *Exception for trade agreements*. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (*e.g.*, 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

1.8 DFARS 252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

(a) *Definition*. "Covered DoD official" is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

1.9 DFARS 252.203-7998, PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS-REPRESENTATION (DEVIATION 2015-O0010) (FEB 2015)

(a) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statement prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statement prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

1.10 DFARS 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-OO0005) (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.

1.11DFARS 252.225-7018, PHOTOVOLTAIC DEVICES – CERTIFICATE (JAN 2014)

(a) *Definitions*. "Bahrainian photovoltaic device," "Canadian photovoltaic device," "Caribbean Basin photovoltaic device," "designated country," "designated country photovoltaic device," "domestic photovoltaic device," "foreign photovoltaic device," "Free Trade Agreement country," "Free Trade Agreement photovoltaic device," "Korean photovoltaic device," "least developed country photovoltaic device," "Moroccan photovoltaic device," "Panamanian photovoltaic device," "Peruvian photovoltaic device," "photovoltaic device," "qualifying country," "qualifying country photovoltaic device," "United States," "U.S.-made photovoltaic device," and "WTO GPA country photovoltaic device" have the meanings given in the Photovoltaic Devices clause of this solicitation.

(b) *Restrictions*. The following restrictions apply, depending on the estimated value of any photovoltaic devices to be utilized under a resultant contract:

(1) If more than $3,000 but less than $204,000, then the Government will not accept an offer specifying the use of other foreign photovoltaic devices in paragraph (d)(2)(ii), (d)(3)(ii) or (d)(4)(ii) of this provision, unless the offeror documents to the satisfaction of the Contracting Officer that the price of the foreign photovoltaic device plus 50 percent is less than the price of a comparable domestic photovoltaic device.

(2) If $204,000 or more, then the Government will consider only offers that utilize photovoltaic devices that are U.S.-made, qualifying country, or designated country photovoltaic devices.

(c) *Country in which a designated country photovoltaic device was wholly manufactured or was substantially transformed.* If the estimated value of the photovoltaic devices to be utilized under a resultant contract exceeds $25,000, the Offeror's certification that such photovoltaic device (e.g., solar panel) is a designated country photovoltaic device shall be consistent with country of origin determinations by the U.S. Customs and Border Protection with regard to importation of the same or similar photovoltaic devices into the United States. If the Offeror is uncertain as to what the country of origin would be determined to be by the U.S. Customs and Border Protection, the Offeror shall request a determination from U.S. Customs and Border Protection. (See http://www.cbp.gov/xp/cgov/trade/legal/rulings/.)

(d) *Certification and identification of country of origin.*

[*The offeror shall check the block and fill in the blank for one of the following paragraphs, based on the estimated value and the country of origin of photovoltaic devices to be utilized in performance of the contract:*]

_____(1) No photovoltaic devices will be utilized in performance of the contract, or such photovoltaic devices have an estimated value of $3,000 or less.

(2) If more than $3,000 but less than $25,000—

_____(i) The offeror certifies that each photovoltaic device to be utilized in performance of the contract is a domestic photovoltaic device or a qualifying country photovoltaic device [*Offeror to specify country of origin*_____]; or

_____(ii) The foreign (other than qualifying country) photovoltaic devices to be utilized in performance of the contract are the product of _____.[*Offeror to specify country of origin, if known, and provide documentation that the cost of a domestic photovoltaic device would be unreasonable in comparison to the cost of the proposed foreign photovoltaic device.*]

(3) If $25,000 or more but less than $79,507—

_____(i) The offeror certifies that each photovoltaic device to be utilized in performance of the contract is a domestic photovoltaic device; a qualifying country photovoltaic device; or a Canadian photovoltaic device [*Offeror to specify country of origin*_____]; or

_____(ii) The foreign (other than qualifying country or Canadian) photovoltaic devices to be utilized in performance of the contract are the product of _____.[*Offeror to specify country of origin, if known, and provide documentation that the cost of a domestic photovoltaic device would be unreasonable in comparison to the cost of the proposed foreign photovoltaic device.*]

(4) If $79,507 or more but less than $100,000—

_____(i) The offeror certifies that each photovoltaic device to be utilized in performance of the contract is a domestic photovoltaic device; a qualifying country (except Australian or Canadian) photovoltaic device; a Free Trade Agreement country photovoltaic device (other than a Bahrainian, Korean, Moroccan, Panamanian, or Peruvian photovoltaic device) [*Offeror to specify country of origin*_____]; or

_____(ii) The offered foreign photovoltaic devices (other than those from countries listed in paragraph (d)(4)(i) of this provision) are the product of _____.[*Offeror to specify country of origin, if known, and provide documentation that the cost of a domestic photovoltaic device would be unreasonable in comparison to the cost of the proposed foreign photovoltaic device.*]

(5) If $100,000 or more but less than $204,000—

_____(i) The offeror certifies that each photovoltaic device to be utilized in performance of the contract is a domestic photovoltaic device; a qualifying country (except Australian or Canadian) photovoltaic device; a Free Trade Agreement country photovoltaic device (other than a Bahrainian, Moroccan, Panamanian, or Peruvian photovoltaic device) [*Offeror to specify country of origin*_____]; or

_____(ii) The offered foreign photovoltaic devices (other than those from countries listed in paragraph (d)(4)(i) of this provision) are the product of _____. [*Offeror to specify country of origin, if known, and provide documentation that the cost of a domestic photovoltaic device would be unreasonable in comparison to the cost of the proposed foreign photovoltaic device.*]

(6) If $204,000 or more—

_____ The offeror certifies that each photovoltaic device to be utilized in performance of the contract is a U.S.-made, qualifying country, or designated country photovoltaic device. [*Offeror to specify country of origin*_____.]

1.12 DFARS 252.225-7042, AUTHORIZATION TO PERFORM (APR 2003)

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

1.13DFARS 252.247-7022, REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term “supplies” is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) *Representation.* The Offeror represents that it—

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

-- End of Document--

DOCUMENT 00700
NEGOTIATED
CONTRACT CLAUSES
03/15

1.1 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 address:

1.2 FAR 52.202-1, DEFINITIONS (NOV 2013)
1.3 FAR 52.203-3, GRATUITIES (APR 1984)
1.4 FAR 52.203-5, COVENANT AGAINST CONTINGENT FEES (MAY 2014)
1.5 FAR 52.203-6, RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
1.6 FAR 52.203-7, ANTI-KICKBACK PROCEDURES (MAY 2014)
1.7 FAR 52.203-8, CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
1.8 FAR 52.203-10, PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
1.9 FAR 52.203-12, LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
1.10 FAR 52.203-13, CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)
1.11 FAR 52.203-14, DISPLAY OF HOTLINE POSTER(S) (DEC 2007)
1.12 FAR 52.203-16, PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)
1.13 FAR 52.203-17, CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
1.14 FAR 52.204-2, SECURITY REQUIREMENTS (AUG 1996) ALTERNATE II (APR 1984)
1.15 FAR 52.204-4, PRINTING OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (MAY 2011)
1.16 FAR 52.204-9, PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
1.17 FAR 52.204-10, REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)
1.18 FAR 52.204-13, SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
1.19 FAR 52.204-14, SERVICE CONTRACT REPORTING REQUIREMENTS (JAN 2014)

1.20 FAR 52.204-18, COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (NOV 2014)

(a) *Definition*. As used in this clause–
"Commercial and Government Entity (CAGE) code" means–

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

(b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract. For contractors registered in the System for Award Management (SAM), the DLA Contractor and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting officer in accordance with Subpart 42.12. The contractor shall communicate any change to the CAGE

code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Contractor and Government Entity (CAGE) Branch. Requests for changes shall be provided on a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code, to the address shown on the back of the DD Form 2051. Change requests to the CAGE master file are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau or NSPA to request CAGE changes. Points of contact for National Codification Bureaus and NSPA, as well as additional information on obtaining NCAGE codes, are available at http://www.dlis.dla.mil/Forms/Form_AC135.asp.

(e) Additional guidance for maintaining CAGE codes is available at http://www.dlis.dla.mil/cage_welcome.asp.

1.21 FAR 52.204-19, INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certification, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

1.22 FAR 52.209-6, PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)

1.23 FAR 52.209-9, UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

1.24 FAR 52.209-10, PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (DEC 2014)

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

The Contractor shall be required to (a) Commence work under this contract within 15 calendar days after the date the Contractor receives the notice to proceed*, (b) Prosecute the work diligently, and (c) Complete the entire work ready for use not later than **760** calendar days after notice to proceed. The time stated for completion shall include final cleanup of the premises.

*A "Notice to Proceed" is deemed to be given by the Government to the Contractor 30 calendar days after the contract award date. No formal written notice will be issued by the Government. Within 30 calendar days following the contract award date, the Contractor is obligated to submit performance and payment bonds in a form acceptable to the Government. The Government shall notify the Contractor of the acceptability of the performance and payment bonds within 5 working days of receipt of these documents. If these documents are not submitted in their proper form acceptable to the Government within 30 calendar days of contract award, any delays resulting thereby will be at the sole expense of the Contractor. The contract completion date will not be extended due to the Government's review of the acceptability of the Contractor's bonds, except where the Government's review of said documents extends beyond 5 working days.

1.26 FAR 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 **$22,160** 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.

1.27 FAR 52.211-13, TIME EXTENSIONS (SEP 2000)
1.28 FAR 52.211-15, DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008)
1.29 FAR 52.215-2, AUDIT AND RECORDS--NEGOTIATION (OCT 2010)
1.30 FAR 52.215-10, PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)
1.31 FAR 52.215-11, PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (AUG 2011)
1.32 FAR 52.215-12, SUBCONTRACTOR COST OR PRICING DATA (OCT 2010)
1.33 FAR 52.215-13, SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 2010)
1.34 FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)
1.35 FAR 52.215-18, REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)
1.36 FAR 52.215-19, NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
1.37 FAR 52.215-20, REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)
1.38 FAR 52.215-21, REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA—MODIFICATIONS (OCT 2010)
1.39 FAR 52.215-23, LIMITATIONS ON PASS THROUGH CHARGES (OCT 2009)
1.40 FAR 52.219-8, UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)
1.41 FAR 52.219-9, SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2014) ALTERNATE II (OCT 2001)
1.42 FAR 52.219-16, LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)
1.43 FAR 52.219-28, POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)
1.44 FAR 52.222-1, NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
1.45 FAR 52.222-3, CONVICT LABOR (JUN 2003)
1.46 FAR 52.222-4, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION (MAY 2014)
1.47 FAR 52.222-6, CONSTRUCTION WAGE RATE REQUIREMENTS (MAY 2014)
1.48 FAR 52.222-7, WITHHOLDING OF FUNDS (MAY 2014)
1.49 FAR 52.222-8, PAYROLLS AND BASIC RECORDS (MAY 2014)
1.50 FAR 52.222-9, APPRENTICES AND TRAINEES (JUL 2005)
1.51 FAR 52.222-10, COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
1.52 FAR 52.222-11, SUBCONTRACTS (LABOR STANDARDS) (MAY 2014)
1.53 FAR 52.222-12, CONTRACT TERMINATION -- DEBARMENT (MAY 2014)
1.54 FAR 52.222-13, COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS (MAY 2014)
1.55 FAR 52.222-14, DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
1.56 FAR 52.222-15, CERTIFICATION OF ELIGIBILITY (MAY 2014)
1.57 FAR 52.222-21, PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
1.58 FAR 52.222-26, EQUAL OPPORTUNITY (MAR 2007)
1.59 FAR 52.222-27, AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)
1.60 FAR 52.222-30, CONSTRUCTION WAGE RATE REQUIREMENTS --PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD) (MAY 2014)
1.61 FAR 52.222-35, EQUAL OPPORTUNITY FOR VETERANS (JUL 2014)
1.62 FAR 52.222-36, EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)
1.63 FAR 52.222-37, EMPLOYMENT REPORTS ON VETERANS (JUL 2014)
1.64 FAR 52.222-40, NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
1.65 FAR 52.222-50, COMBATING TRAFFICKING IN PERSON (MAR 2015)
1.66 FAR 52.222-54, EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)
1.67 FAR 52.222-55, MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2014)

(a) *Definitions*. As used in this clause–
"United States" means the 50 states and the District of Columbia.

"Worker" –

(1) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and

(i) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541,

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(3) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) Executive Order Minimum Wage rate.

(1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of $10.10 per hour beginning January 1, 2015.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2016 and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor website) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3)(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subcontract costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 10.23, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than $30 a month in tips.

(c)(1) This clause applies to workers as defined in paragraph (a). As provided in that definition–

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to–

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., *i.e*. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to-

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a).

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b).

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) *Notice*. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts,

in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) Payroll Records.

(1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(i) Name, address, and social security number;

(ii) The worker's occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker;

(v) Any deductions made; and

(vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 10.26 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) *Access*. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) *Withholding*. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) *Disputes*. Department of Labor has set forth in 29 CFR 10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 10. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) *Antiretaliation*. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) *Subcontractor compliance*. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

1.68 FAR 52.222-99, ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (DEVIATION 2014-O0017) (JUN 2014)

This clause implements Executive Order 13658, Establishing a Minimum Wage for Contractors, dated February 12, 2014, and OMB Policy Memorandum M-14-09, dated June 12, 2014.

(a) Each service employee, laborer, or mechanic employed in the United States (the 50 States and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be $10.10 per hour.

(b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.

(c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.

(d) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).

(e) The Contractor shall include the substance of this clause, including this paragraph (e) in all subcontracts.

1.69 FAR 52.223-2, AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)
1.70 FAR 52.223-3, HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)
1.71 FAR 52.223-5, POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)
1.72 FAR 52.223-6, DRUG-FREE WORKPLACE (MAY 2001)
1.73 FAR 52.223-9, ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008) ALTERNATE I (MAY 2008)
1.74 FAR 52.223-15, ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)
1.75 FAR 52.223-17, AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)
1.76 FAR 52.223-18, ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
1.77 FAR 52.224-1, PRIVACY ACT NOTIFICATION (APR 1984)
1.78 FAR 52.224-2, PRIVACY ACT (APR 1984)

1.79 FAR 52.225-11, BUY AMERICAN --CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014)* ALTERNATE I (MAY 2014)
1.80 FAR 52.225-13, RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
1.81 FAR 52.226-1, UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUNE 2000)
1.82 FAR 52.227-1, AUTHORIZATION AND CONSENT (DEC 2007) ALTERNATES I AND II (APR 1984)
1.83 FAR 52.227-2, NOTICES AND ASSISTANCE REGARDING PATENT & COPYRIGHT INFRINGEMENT (DEC 2007)
1.84 FAR 52.227-4, PATENT INDEMNITY -- CONSTRUCTION CONTRACTS (DEC 2007) ALTERNATE I (DEC 2007)
1.85 FAR 52.228-1, BID GUARANTEE (SEP 1996)
1.86 FAR 52.228-2, ADDITIONAL BOND SECURITY (OCT 1997)
1.87 FAR 52.228-5, INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)*
1.88 FAR 52.228-11, PLEDGES OF ASSETS (JAN 2012)
1.89 FAR 52.228-12, PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (MAY 2014)
1.90 FAR 52.228-14, IRREVOCABLE LETTER OF CREDIT (NOV 2014)
1.91 FAR 52.228-15, PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (OCT 2010)
1.92 FAR 52.229-3, FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)
1.93 FAR 52.232-5, PAYMENTS UNDER FIXED - PRICE CONSTRUCTION CONTRACTS (MAY 2014)
1.94 FAR 52.232-17, INTEREST (MAY 2014)
1.95 FAR 52.232-23, ASSIGNMENT OF CLAIMS (MAY 2014) ALTERNATE I (APR 1984)
1.96 FAR 52.232-27, PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2014)
1.97 FAR 52.232-33, PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
1.98 FAR 52.232-39, UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
1.99 FAR 52.232-40, PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
1.100 FAR 52.233-1, DISPUTES (MAY 2014) ALTERNATE I (DEC 1991)
1.101 FAR 52.233-3, PROTEST AFTER AWARD (AUG 1996)
1.102 FAR 52.233-4, APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
1.103 FAR 52.236-1, PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)
1.104 FAR 52.236-2, DIFFERING SITE CONDITIONS (APR 1984)
1.105 FAR 52.236-3, SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

1.106 FAR 52.236-4, PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by borings and test pits by Ernest Hirata & Associates.

(b) Weather conditions [__N/A___].

(c) Transportation facilities [__N/A___].

1.107 FAR 52.236-5, MATERIAL AND WORKMANSHIP (APR 1984)
1.108 FAR 52.236-6, SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
1.109 FAR 52.236-7, PERMITS AND RESPONSIBILITIES (NOV 1991)
1.110 FAR 52.236-8, OTHER CONTRACTS (APR 1984)
1.111 FAR 52.236-9, PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
1.112 FAR 52.236-10, OPERATIONS AND STORAGE AREAS (APR 1984)
1.113 FAR 52.236-11, USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
1.114 FAR 52.236-12, CLEANING UP (APR 1984)
1.115 FAR 52.236-13, ACCIDENT PREVENTION (NOV 1991) ALTERNATE I (NOV 1991)

1.116 FAR 52.236-14, AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
1.117 FAR 52.236-15, SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
1.118 FAR 52.236-17, LAYOUT OF WORK (APR 1984)
1.119 FAR 52.236-21, SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) ALTERNATES I AND II*(APR 1984)
1.120 FAR 52.236-26, PRECONSTRUCTION CONFERENCE (FEB 1995)
1.121 FAR 52.242-13, BANKRUPTCY (JUL 1995)
1.122 FAR 52.242-14, SUSPENSION OF WORK (APR 1984)
1.123 FAR 52.243-4, CHANGES (JUN 2007)
1.124 FAR 52.243-6, CHANGE ORDER ACCOUNTING (APR 1984)
1.125 FAR 52.244-6, SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2015)
1.126 FAR 52.245-1, GOVERNMENT PROPERTY (APR 2012) ALTERNATE I (APR 2012)
1.127 FAR 52.245-9, USE AND CHARGES (APR 2012)
1.128 FAR 52.246-12, INSPECTION OF CONSTRUCTION (AUG 1996)
1.129 FAR 52.246-21, WARRANTY OF CONSTRUCTION (MAR 1994) ALTERNATE I (APR 1984)
1.130 FAR 52.248-3, VALUE ENGINEERING -- CONSTRUCTION (OCT 2010) ALTERNATE I (APR 1984)
1.131 FAR 52.249-2, TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED - PRICE) (APR 2012) ALTERNATE I (SEP 1996)
1.132 FAR 52.249-10, DEFAULT (FIXED - PRICE CONSTRUCTION) (APR 1984)
1.133 FAR 52.251-1, GOVERNMENT SUPPLY SOURCES (APR 2012)

1.134 FAR 52.252-4, ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:
FAR 52.211-10, Commencement, Prosecution, and Completion of Work (APR 1984): Supplemental clarification of "notice to proceed".

1.135 FAR 52.253-1, COMPUTER GENERATED FORMS (JAN 1991)
1.136 DFARS 252.203-7000, REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (JAN 2009)
1.137 DFARS 252.203-7001, PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2008)
1.138 DFARS 252.203-7002, REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)
1.139 DFARS 252.203-7003, AGENCY OFFICE OF THE INSPECTOR GENERAL (DEC 2012)
1.140 DFARS 252.203-7004, DISPLAY OF FRAUD HOTLINE POSTER(S) (JAN 2015)
1.141 DFARS 252.203-7999, PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENT (DEVIATION 2015-O0010)(FEB 2015)
1.142 DFARS 252.204-7000, DISCLOSURE OF INFORMATION (AUG 2013)
1.143 DFARS 252.204-7003, CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
1.144 DFARS 252.204-7005, ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)
1.145 DFARS 252.204-7012, SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)
1.146 DFARS 252.205-7000, PROVISIONS OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)
1.147 DFARS 252.209-7004, SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (DEC 2014)
1.148 DFARS 252.211-7003, ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)
1.149 DFARS 252.211-7007, REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012)
1.150 DFARS 252.215-7000, PRICING ADJUSTMENTS (DEC 2012)
1.151 DFARS 252.215-7002, COST ESTIMATING SYSTEM REQUIREMENTS (JUL 2012)
1.152 DFARS 252.219-7003, SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (OCT 2014)
1.153 DFARS 252.222-7000, RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000) [See DFARS 222.70 for applicability.]

1.154 DFARS 252.222-7006, RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)
1.155 DFARS 252.223-7001, HAZARD WARNING LABELS (DEC 1991)
1.156 DFARS 252.223-7004, DRUG-FREE WORK FORCE (SEP 1988)
1.157 DFARS 252.223-7006, PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (SEP 2014)
1.158 DFARS 252.223-7008, PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013)
1.159 DFARS 252.225-7005, IDENTIFICATION OF EXPEDITURES IN THE UNITED STATES (JUN 2005)
1.160 DFARS 252.225-7012, PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2013)
1.161 DFARS 252.225-7017, PHOTOVOLTAIC DEVICES (JAN 2014)
1.162 DFARS 252.225-7041, CORRESPONDENCE IN ENGLISH (JUN 1997)
1.163 DFARS 252.225-7048, EXPORT-CONTROLLED ITEMS (JUN 2013)

1.164 DFARS 252.225-7993, PROHIBITION ON CONTRACTING WITH THE ENEMY (DEVIATION 2014-O0020)(SEP 2014)

(a) The Contractor shall exercise due diligence to ensure that none of the funds received under this contract are provided directly or indirectly to a person or entity who is actively opposing United States or Coalition forces involved in contingency operation in which members of the armed forces are actively engaged in hostilities.

(b) The Contractor shall exercise due diligence to ensure that none of their subcontracts are associated with a person or entities listed as a prohibited / restricted source in the System for Award Management at www.sam.gov.

(c) The Head of the Contracting Activity (HCA) has the authority to—

(1) Terminate this contract for default, in whole or in part, if the HCA determines in writing that the contractor failed to exercise due diligence as required by paragraph (a) and (b) of this clause; or

(2) Void this contract, in whole or in part, if the HCA determines in writing that any funds received under this contract have been provided directly or indirectly to a person or entity who is actively opposing or Coalition forces involved in a contingency operation in which members of the armed forces are actively engaged in hostilities.

(d) The substance of this clause, including this paragraph (d), is required to be included in subcontracts under this contract that have an estimated value over $50,000.

1.165 DFARS 252.227-7022, GOVERNMENT RIGHTS (UNLIMITED) (MAR 1979)
1.166 DFARS 252.227-7023, DRAWINGS AND OTHER DATA TO BECOME THE PROPERTY OF GOVERNMENT (MAR 1979)
1.167 DFARS 252.227-7033, RIGHTS IN SHOP DRAWINGS (APR 1966)
1.168 DFARS 252.231-7000, SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
1.169 DFARS 252.232-7003, ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012)
1.170 DFARS 252.232-7006, WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)
1.171 DFARS 252.232-7010, LEVIES ON CONTRACT PAYMENTS (DEC 2006)
1.172 DFARS 252.236-7000, MODIFICATION PROPOSALS -- PRICE BREAKDOWN (DEC 1991)
1.173 DFARS 252.236-7001, CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)*
1.174 DFARS 252.236-7005, AIRFIELD SAFETY PRECATIONS (DEC 1991)
1.175 DFARS 252.236-7013, REQUIREMENT FOR COMPETITION OPPORTUNITY FOR AMERICAN STEEL PRODUCERS, FABRICATORS, AND MANUFACTURERS (JUN 2013)
1.176 DFARS 252.243-7001, PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
1.177 DFARS 252.243-7002, REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)
1.178 DFARS 252.244-7000, SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)
1.179 DFARS 252.245-7001, TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012)
1.180 DFARS 252.245-7002, REPORTING LOSS OF GOVERNMENT PROPERTY (APR 2012)

1.181 DFARS 252.245-7003, CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APR 2012)
1.182 DFARS 252.246-7003, NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013)
1.183 DFARS 252.246-7004,SAFETY OF FACILITIES, INFRASTRUCTURE, AND EQUIPMENT FOR MILITARY OPERATIONS (JUN 2013)
1.184 DFARS 252.247-7023, TRANSPORTATION OF SUPPLIES BY SEA (APR 2014)
1.185 DFARS 252.247-7024, NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

1.186 NFAS 5252.201-9300, CONTRACTING OFFICER AUTHORITY (JUN 1994)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed or increases the scope of 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.

1.187 NFAS 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.

1.188 NFAS 5252.228-9300, INDIVIDUAL SURETY/SURETIES (JUN 1994)

As prescribed in FAR 28.203(a), individual sureties will be permitted. In order for the Contracting Officer to make a determination as to the acceptability of individuals proposed as sureties, as prescribed in FAR 28.203(b), all proposers who submit bonds which are executed by individual sureties are requested to furnish additional information in support of SF-28, Affidavit of Individual Surety, with the bonds. Pursuant to Instruction 3(b) of Standard Form 24, the Bond, Standard Form 25, the Performance Bond, and the Standard Form 25A, the Payment Bond, the Contracting Officer requests the following information:

(a) Equity Securities (Stock):

(1) State the place(s) of incorporation and address of the principal place of business for each issuing corporation listed.

(2) State whether the security issued was issued by public or private offering and give the place of registration of the security.

(3) State whether the security is presently, actively traded.

(b) Debt securities (Bonds) and Certificates of Deposit:

(1) List the type of bonds held and their maturity dates.

(2) State the name, address, and telephone number of the issuing agency, firm or individual.

(3) State the complete address(es) where the bonds are held.

(4) State whether the bonds have been pledged as security or have otherwise been encumbered.

(c) Real Property Interests:

(1) Provide complete recording data for the conveyance of each parcel or interest listed to the individual proposed as surety.

(2) State whether the values listed are based upon personal evaluation or evaluation of an experienced real estate appraiser. If available, provide copies of written appraisals.

(3) State the method(s) of valuation upon which appraisal is based.

(4) Provide the assessed value of each property interest listed utilized by the appropriate tax assessor for purposes of property taxation.

(5) Provide the telephone number, including area code, for the tax assessor who performed the most recent tax assessment.

(6) State whether each real property interest listed is currently under lien or in any way encumbered and the dollar amount of each such lien or encumbrance.

(d) Persons Proposed as Individual Sureties:

(1) A current list of all other bonds (bid, performance, and payment) on which the individual is a surety and bonds for which the individual is requesting to be a surety.

(2) A statement as to the percent of completion of projects for which the individual is bound on a performance bond.

This information is necessary to enable the Contracting Officer to evaluate the sufficiency of the surety's net worth in a timely manner.

1.189 NFAS 5252.228-9305, NOTICE OF BONDING REQUIREMENTS (DEC 2000)

(a) Within 30 days after receipt of award, the bidder/offeror to whom the award is made shall furnish the following bond(s) each with satisfactory security:

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

X 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 30 days from the date of award, regardless of when performance and payment bonds or deposits in lieu of surety are executed.

1.190 NFAS 5252.232-9300, CONTRACTOR ACCOUNTING SYSTEM--SEGREGATION OF COSTS (JUN 1994)

The Contractor shall employ an accounting system for this contract to identify and record site specific costs on a site specific activity basis. Site specific cost documentation must be readily retrievable and sufficiently identifiable to enable cross-referencing with payment vouchers.

1.191 NFAS 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 _____.

(c) 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.

1.192 NFAS 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.

1.193 NFAS 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 the prevailing rates at time of use**. Information concerning the location of existing outlets may be secured from the Contracting Officer. The contractor shall provide and maintain, at his expense, the necessary service lines from existing Government outlets to the site of work.

Electric
Water

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

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

a. Lights shall be used only in areas where and at the time when work is actually being performed.

b. Mechanical equipment controls for heating, ventilation and air conditioning systems will not be adjusted by the workers.

c. Water faucets or valves shall be turned off after the required usage has been accomplished.

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

Contractor Availability. The Contractor shall maintain a telephone at which its' 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, it 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. The Contractor shall notify the Contracting Officer 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.

1.194 NFAS 5252.236-9310, RECORD DRAWINGS (OCT 2004) ALTERNATE I (JUN 1994) ALTERNATE II (OCT 2004)

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

1.195 NFAS 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:

(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.

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

1.196 NFAS 5252.245-9302, LIMITED ASSUMPTION OF RISK BY GOVERNMENT (JUN 1994)

(a) Title of all work in place shall be in the Government, and title to all property intended for incorporation in the work shall vest in the Government upon delivery thereof to the site of the work. The term "Government-owned property" as used in this clause refers to such work in place and to such other property as to which title has vested in the Government and includes any property furnished or rented to the Contractor by the Government. Upon completion of the work, any such Government-owned property not a part of the work (except property rented to, or furnished without charge to the contractor by the Government) shall become the property of the Contractor. The vesting of title in the Government, as provided in this paragraph, shall in no way relieve the Contractor of any obligations otherwise provided in this contract in respect to such Government-owned property except as expressly stated in paragraph (b) of this clause.

(b) The Contractor represents that the contract price does not include the cost of insurance, nor any provision for a reserve, covering the risk assumed by the Government under this paragraph.

The Government assumes the risk of loss or damage to such Government-owned property (including expenses incidental to such loss or damage) which results directly or indirectly from the explosion of Government-owned or controlled munitions (including, without limitations, ammunition, bombs, powder, dynamite and other explosives), whether or not caused by negligence, except that the Government does not assume at any time the risk of, and the Contractor shall be responsible for, such loss or damage (1) which is in fact covered by insurance or for which contractor is otherwise reimbursed, or (2) which results from disregard of proper instructions of the Contracting Officer, on the part of any of the Contractor's directors, officers or any other representatives having supervision or direction of all or substantially all the Contractor's operations under this contract.

(c) In the event of loss or damage to Government-owned property resulting from the risk assumed by the Government hereunder, the Contracting Officer shall determine whether, and to what extent, such property shall be rebuilt, repaired or replaced by the Contractor or otherwise. Should this determination cause an increase or decrease in the cost of doing the work under this contract or time required for its performance, an equitable adjustment shall be made as provided in the changes clause of the contract.

(d) The provisions contained in the statement of work under "Permits and Responsibilities," are to be deemed modified by this clause only to the extent required to give effect to the limited assumption of risk provided in this clause.

--End of Document--

DOCUMENT 00800

LABOR REQUIREMENTS

01/15

1.1 NOTICE CONCERNING LABOR RATES

The Construction Wage Requirements statute (formerly known as the Davis-Bacon Act) will apply. The attached State of Hawaii General Wage Decision No. HI150001, Modification No. 07, Publication Date 03/27/2015 will remain in effect for the duration of the project, unless otherwise amended.

Federal Acquisition Regulation (FAR) 22-404-6(c) requires incorporation of a wage determination received by the contracting office prior to award. If the contracting office receives a modification to the wage determination after receipt of proposals but prior award, at the discretion of the contracting officer, award of a contract resulting from this solicitation may be made without incorporation of the current wage determination prior to award and a modification will be issued after award to incorporate the wage determination effective as of the date of contract award.

General Decision Number: HI150001 03/27/2015 HI1

Superseded General Decision Number: HI20140001

State: Hawaii

Construction Types: Building, Heavy (Heavy and Dredging), Highway and Residential

Counties: Hawaii Statewide.

BUILDING CONSTRUCTION PROJECTS; RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories); HEAVY AND HIGHWAY CONSTRUCTION PROJECTS AND DREDGING

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/16/2015
2	01/23/2015
3	02/06/2015
4	02/27/2015
5	03/06/2015
6	03/13/2015
7	03/27/2015

ASBE0132-001 08/29/2010

	Rates	Fringes
Asbestos Workers/Insulator Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems. Also the application of firestopping material for wall openings and penetrations in walls, floors, ceilings and curtain walls	$ 36.65	22.24

BOIL0627-005 01/01/2013

	Rates	Fringes
BOILERMAKER	$ 35.20	27.35

BRHI0001-001 09/03/2012

	Rates	Fringes
BRICKLAYER		
Bricklayers and Stonemasons	$ 35.35	22.92
Pointers, Caulkers and Weatherproofers	$ 35.60	22.92

BRHI0001-002 09/02/2013

	Rates	Fringes
Tile, Marble & Terrazzo Worker		
Terrazzo Base Grinders	$ 35.29	23.22
Terrazzo Floor Grinders and Tenders	$ 32.24	23.22
Tile, Marble and Terrazzo Workers	$ 37.10	23.22

CARP0745-001 09/01/2014

	Rates	Fringes
Carpenters:		
Carpenters; Hardwood Floor Layers; Patent Scaffold Erectors (14 ft. and over); Piledrivers; Pneumatic Nailers; Wood Shinglers and Transit and/or Layout Man	$ 42.25	20.71
Millwrights and Machine Erectors	$ 42.50	20.71
Power Saw Operators (2 h.p. and over)	$ 42.40	20.71

CARP0745-002 09/01/2014

	Rates	Fringes
Drywall and Acoustical Workers and Lathers	$ 42.50	20.71

ELEC1186-001 02/22/2015

	Rates	Fringes
Electricians:		
Cable Splicers	$ 46.92	28.11
Electricians	$ 42.65	26.81
Telecommunication worker	$ 23.20	17%+6.35

ELEC1186-002 02/22/2015

	Rates	Fringes

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Line Construction:
     Cable Splicers..............$ 46.92            28.11
     Groundmen/Truck Drivers.....$ 31.99            23.54
     Heavy Equipment Operators...$ 38.39            25.50
     Linemen.....................$ 42.65            26.81
     Telecommunication worker....$ 23.20        17%+$6.35
----------------------------------------------------------------
* ELEV0126-001 01/01/2015

                                  Rates          Fringes

ELEVATOR MECHANIC...............$ 53.07            28.38

  a. VACATION: Employer contributes 8% of basic hourly rate for
  5 years service and 6% of basic hourly rate for 6 months to
  5 years service as vacation pay credit.

  b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence
  Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday
  after Thanksgiving Day and Christmas Day.

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 ENGI0003-002 09/01/2014

                                  Rates          Fringes

Diver (Aqua Lung) (Scuba))
     Diver (Aqua Lung) (Scuba)
     (over a depth of 30 feet)...$ 61.50            27.06
     Diver (Aqua Lung) (Scuba)
     (up to a depth of 30 feet)..$ 52.13            27.06
     Stand-by Diver (Aqua Lung)
      (Scuba).....................$ 42.75            27.06
Diver (Other than Aqua Lung)
     Diver (Other than Aqua
     Lung).......................$ 61.50            27.06
     Diver Tender (Other than
     Aqua Lung)..................$ 39.72            27.06
     Stand-by Diver (Other than
     Aqua Lung)..................$ 42.75            27.06
Helicopter Work
     Airborne Hoist Operator
     for Helicopter..............$ 41.30            27.06
     Co-Pilot of Helicopter......$ 41.44            27.06
     Pilot of Helicopter.........$ 41.61            27.06
Power equipment operator -
tunnel work
     GROUP  1....................$ 37.74            27.06
     GROUP  2....................$ 37.85            27.06
     GROUP  3....................$ 38.02            27.06
     GROUP  4....................$ 38.29            27.06
     GROUP  5....................$ 38.60            27.06
     GROUP  6....................$ 39.25            27.06
     GROUP  7....................$ 39.57            27.06
     GROUP  8....................$ 39.68            27.06
     GROUP  9....................$ 39.79            27.06
     GROUP  9A...................$ 40.02            27.06
     GROUP 10....................$ 40.08            27.06
     GROUP 10A...................$ 40.23            27.06
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GROUP 11	$ 40.38	27.06
GROUP 12	$ 40.74	27.06
GROUP 12A	$ 41.10	27.06
Power equipment operators:		
GROUP 1	$ 37.44	27.06
GROUP 2	$ 37.55	27.06
GROUP 3	$ 37.72	27.06
GROUP 4	$ 37.99	27.06
GROUP 5	$ 38.30	27.06
GROUP 6	$ 38.95	27.06
GROUP 7	$ 39.27	27.06
GROUP 8	$ 39.38	27.06
GROUP 9	$ 39.49	27.06
GROUP 9A	$ 39.72	27.06
GROUP 10	$ 39.78	27.06
GROUP 10A	$ 39.93	27.06
GROUP 11	$ 40.08	27.06
GROUP 12	$ 40.44	27.06
GROUP 12A	$ 40.80	27.06
GROUP 13	$ 37.72	27.06
GROUP 13A	$ 37.99	27.06
GROUP 13B	$ 38.30	27.06
GROUP 13C	$ 38.95	27.06
GROUP 13D	$ 39.27	27.06
GROUP 13E	$ 39.38	27.06

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Fork Lift (up to and including 10 tons); Partsman (heavy duty repair shop parts room when needed).

GROUP 2: Conveyor Operator (Handling building material); Hydraulic Monitor; Mixer Box Operator (Concrete Plant).

GROUP 3: Brakeman; Deckhand; Fireman; Oiler; Oiler/Gradechecker; Signalman; Switchman; Highline Cableway Signalman; Bargeman; Bunkerman; Concrete Curing Machine (self-propelled, automatically applied unit on streets, highways, airports and canals); Leveeman; Roller (5 tons and under); Tugger Hoist.

GROUP 4: Boom Truck or dual purpose "A" Frame Truck (5 tons or less); Concrete Placing Boom (Building Construction); Dinky Operator; Elevator Operator; Hoist and/or Winch (one drum); Straddle Truck (Ross Carrier, Hyster and similar).

GROUP 5: Asphalt Plant Fireman; Compressors, Pumps, Generators and Welding Machines ("Bank" of 9 or more, individually or collectively); Concrete Pumps or Pumpcrete Guns; Lubrication and Service Engineer (Grease Rack); Screedman.

GROUP 6: Boom Truck or Dual Purpose "A"Frame Truck (over 5 tons); Combination Loader/Backhoe (up to and including 3/4 cu. yd.); Concrete Batch Plants (wet or dry); Concrete Cutter, Groover and/or Grinder (self-propelled unit on streets, highways, airports, and canals); Conveyor or Concrete Pump (Truck or Equipment Mounted); Drilling Machinery (not to apply to waterliners, wagon drills or jack hammers); Fork Lift (over 10 tons); Loader (up to and

including 3 and 1/2 cu. yds); Lull High Lift (under 40 feet); Lubrication and Service Engineer (Mobile); Maginnis Internal Full Slab Vibrator (on airports, highways, canals and warehouses); Man or Material Hoist; Mechanical Concrete Finisher (Large Clary, Johnson Bidwell, Bridge Deck and similar); Mobile Truck Crane Driver; Portable Shotblast Concrete Cleaning Machine; Portable Boring Machine (under streets, highways, etc.); Portable Crusher; Power Jumbo Operator (setting slip forms, etc., in tunnels); Rollers (over 5 tons); Self-propelled Compactor (single engine); Self-propelled Pavement Breaker; Skidsteer Loader with attachments; Slip Form Pumps (Power driven by hydraulic, electric, air, gas, etc., lifting device for concrete forms); Small Rubber Tired Tractors; Trencher (up to and including 6 feet); Underbridge Personnel Aerial Platform (50 feet of platform or less).

GROUP 7: Crusher Plant Engineer, Dozer (D-4, Case 450, John Deere 450, and similar); Dual Drum Mixer, Extend Lift; Hoist and/or Winch (2 drums); Loader (over 3 and 1/2 cu. yds. up to and including 6 yards.); Mechanical Finisher or Spreader Machine (asphalt), (Barber Greene and similar) (Screedman required); Mine or Shaft Hoist; Mobile Concrete Mixer (over 5 tons); Pipe Bending Machine (pipelines only); Pipe Cleaning Machine (tractor propelled and supported); Pipe Wrapping Machine (tractor propelled and supported); Roller Operator (Asphalt); Self-Propelled Elevating Grade Plane; Slusher Operator; Tractor (with boom) (D-6, or similar); Trencher (over 6 feet and less than 200 h.p.); Water Tanker (pulled by Euclids, T-Pulls, DW-10, 20 or 21, or similar); Winchman (Stern Winch on Dredge).

GROUP 8: Asphalt Plant Operator; Barge Mate (Seagoing); Cast-in-Place Pipe Laying Machine; Concrete Batch Plant (multiple units); Conveyor Operator (tunnel); Deckmate; Dozer (D-6 and similar); Finishing Machine Operator (airports and highways); Gradesetter; Kolman Loader (and similar); Mucking Machine (Crawler-type); Mucking Machine (Conveyor-type); No-Joint Pipe Laying Machine; Portable Crushing and Screening Plant; Power Blade Operator (under 12); Saurman Type Dragline (up to and including 5 yds.); Stationary Pipe Wrapping, Cleaning and Bending Machine; Surface Heater and Planer Operator, Tractor (D-6 and similar); Tri-Batch Paver; Tunnel Badger; Tunnel Mole and/or Boring Machine Operator Underbridge Personnel Aerial Platform (over 50 feet of platform).

GROUP 9: Combination Mixer and Compressor (gunite); Do-Mor Loaderand Adams Elegrader; Dozer (D-7 or equal); Wheel and/or Ladder Trencher (over 6 feet and 200 to 749 h.p.).

GROUP 9A: Dozer (D-8 and similar); Gradesetter (when required by the Contractor to work from drawings, plans or specifications without the direct supervision of a foreman or superintendent); Push Cat; Scrapers (up to and including 20 cu. yds); Self-propelled Compactor with Dozer; Self-Propelled, Rubber-Tired Earthmoving Equipment (up to and including 20 cu. yds) (621 Band and similar); Sheep's Foot; Tractor (D-8 and similar); Tractors with boom (larger than D-6, and similar).

GROUP 10: Chicago Boom; Cold Planers; Heavy Duty Repairman or Welder; Hoist and/or Winch (3 drums); Hydraulic Skooper (Koehring and similar); Loader (over 6 cu. yds. up to and including 12 cu. yds.); Saurman type Dragline (over 5 cu. yds.); Self-propelled, rubber-tired Earthmoving Equipment (over 20 cu. yds. up to and including 31 cu. yds.) (637D and similar); Soil Stabilizer (P & H or equal); Sub-Grader (Gurries or other automatic type); Tractors (D-9 or equivalent, all attachments); Tractor (Tandem Scraper); Watch Engineer.

GROUP 10A: Boat Operator; Cable-operated Crawler Crane (up to and including 25 tons); Cable-operated Power Shovel, Clamshell, Dragline and Backhoe (up to and including 1 cu. yd.); Dozer D9-L; Dozer (D-10, HD41 and similar) (all attachments); Gradall (up to and including 1 cu. yd.); Hydraulic Backhoe (over 3/4 cu. yds. up to and including 2 cu. yds.); Mobile Truck Crane Operator (up to and including 25 tons) (Mobile Truck Crane Driver Required); Self-propelled Boom Type Lifting Device (Center Mount) (up to and including 25 tons) (Grove, Drott, P&H, Pettibone and similar; Trencher (over 6 feet and 750 h.p. or more); Watch Engineer (steam or electric).

GROUP 11: Automatic Slip Form Paver (concrete or asphalt); Band Wagon (in conjunction with Wheel Excavator); Cable-operated Crawler Cranes (over 25 tons but less than 50 tons); Cable-operated Power Shovel, Clamshell, Dragline and Backhoe (over 1 cu. yd. up to 7 cu. yds.); Gradall (over 1 cu. yds. up to 7 cu. yds.); DW-10, 20, etc. (Tandem); Earthmoving Machines (multiple propulsion power units and 2 or more Scrapers) (up to and including 35 cu. yds.," struck" m.r.c.); Highline Cableway; Hydraulic Backhoe (over 2 cu. yds. up to and including 4 cu. yds.); Leverman; Lift Slab Machine; Loader (over 12 cu. yds); Master Boat Operator; Mobile Truck Crane Operator (over 25 tons but less than 50 tons); (Mobile Truck Crane Driver required); Pre-stress Wire Wrapping Machine; Self-propelled Boom-type Lifting Device (Center Mount) (over 25 tons m.r.c); Self-propelled Compactor (with multiple-propulsion power units); Single Engine Rubber Tired Earthmoving Machine (with Tandem Scraper); Tandem Cats; Trencher (pulling attached shield).

GROUP 12: Clamshell or Dipper Operator; Derricks; Drill Rigs; Multi-Propulsion Earthmoving Machines (2 or more Scrapers) (over 35 cu. yds "struck"m.r.c.); Operators (Derricks, Piledrivers and Cranes); Power Shovels and Draglines (7 cu. yds. m.r.c. and over); Self-propelled rubber-tired Earthmoving equipment (over 31 cu. yds.) (657B and similar); Wheel Excavator (up to and including 750 cu. yds. per hour); Wheel Excavator (over 750 cu. yds. per hour).

GROUP 12A: Dozer (D-11 or similar or larger); Hydraulic Excavators (over 4 cu. yds.); Lifting cranes (50 tons and over); Pioneering Dozer/Backhoe (initial clearing and excavation for the purpose of providing access for other equipment where the terrain worked involves 1-to-1 slopes that are 50 feet in height or depth, the scope of this work

does not include normal clearing and grubbing on usual hilly terrain nor the excavation work once the access is provided); Power Blade Operator (Cat 12 or equivalent or over); Straddle Lifts (over 50 tons); Tower Crane, Mobile; Traveling Truss Cranes; Universal, Liebher, Linden, and similar types of Tower Cranes (in the erection, dismantling, and moving of equipment there shall be an additional Operating Engineer or Heavy Duty Repairman); Yo-Yo Cat or Dozer.

GROUP 13: Truck Driver (Utility, Flatbed, etc.)

GROUP 13A: Dump Truck, 8 cu.yds. and under (water level); Water Truck (up to and including 2,000 gallons).

GROUP 13B: Water Truck (over 2,000 gallons); Tandem Dump Truck, over 8 cu. yds. (water level).

GROUP 13C: Truck Driver (Semi-trailer. Rock Cans, Semi-Dump or Roll-Offs).

GROUP 13D: Truck Driver (Slip-In or Pup).

GROUP 13E: End Dumps, Unlicensed (Euclid, Mack, Caterpillar or similar); Tractor Trailer (Hauling Equipment); Tandem Trucks hooked up to Trailer (Hauling Equipment)

BOOMS AND/OR LEADS (HOURLY PREMIUMS):

The Operator of a crane (under 50 tons) with a boom of 80 feet or more (including jib), or of a crane (under 50 tons) with leads of 100 feet or more, shall receive a per hour premium for each hour worked on said crane (under 50 tons) in accordance with the following schedule:

Booms of 80 feet up to but not including 130 feet or Leads of 100 feet up to but not including 130 feet	0.50
Booms and/or Leads of 130 feet up to but not including 180 feet	0.75
Booms and/or Leads of 180 feet up to and including 250 feet	1.15
Booms and/or Leads over 250 feet	1.50

The Operator of a crane (50 tons and over) with a boom of 180 feet or more (including jib) shall receive a per hour premium for each hour worked on said crane (50 tons and over) in accordance with the following schedule:

Booms of 180 feet up to and including 250 feet	1.25
Booms over 250 feet	1.75

ENGI0003-004 09/01/2014

	Rates	Fringes

Dredging: (Boat Operators)
Boat Deckhand.....$ 37.72 27.06
Boat Operator.....$ 39.93 27.06
Master Boat Operator.....$ 40.08 27.06
Dredging: (Clamshell or
Dipper Dredging)
GROUP 1.....$ 40.44 27.06
GROUP 2.....$ 39.78 27.06
GROUP 3.....$ 39.38 27.06
GROUP 4.....$ 37.72 27.06
Dredging: (Derricks)
GROUP 1.....$ 40.44 27.06
GROUP 2.....$ 39.78 27.06
GROUP 3.....$ 39.38 27.06
GROUP 4.....$ 37.72 27.06
Dredging: (Hydraulic Suction
Dredges)
GROUP 1.....$ 40.08 27.06
GROUP 2.....$ 39.93 27.06
GROUP 3.....$ 39.78 27.06
GROUP 4.....$ 39.72 27.06
GROUP 5.....$ 37.88 26.76
Group 5.....$ 39.38 27.06
GROUP 6.....$ 37.77 26.76
Group 6.....$ 39.27 27.06
GROUP 7.....$ 36.22 26.76
Group 7.....$ 37.72 27.06

CLAMSHELL OR DIPPER DREDGING CLASSIFICATIONS

GROUP 1: Clamshell or Dipper Operator.
GROUP 2: Mechanic or Welder; Watch Engineer.
GROUP 3: Barge Mate; Deckmate.
GROUP 4: Bargeman; Deckhand; Fireman; Oiler.

HYDRAULIC SUCTION DREDGING CLASSIFICATIONS

GROUP 1: Leverman.
GROUP 2: Watch Engineer (steam or electric).
GROUP 3: Mechanic or Welder.
GROUP 4: Dozer Operator.
GROUP 5: Deckmate.
GROUP 6: Winchman (Stern Winch on Dredge)
GROUP 7: Deckhand (can operate anchor scow under direction of Deckmate); Fireman; Leveeman; Oiler.

DERRICK CLASSIFICATIONS

GROUP 1: Operators (Derricks, Piledrivers and Cranes).
GROUP 2: Saurman Type Dragline (over 5 cubic yards).
GROUP 3: Deckmate; Saurman Type Dragline (up to and including 5 yards).
GROUP 4: Deckhand, Fireman, Oiler.

ENGI0003-044 09/02/2013

	Rates	Fringes
Power Equipment Operators		

(PAVING)

(10) Cold Planer	$ 38.25	26.98
(10)Loader (2 1/2 cu. yds. and under)	$ 37.42	26.98
(10)Soil Stabilizer	$ 38.25	26.98
(11)Loader (over 2 1/2 cu. yds. to and including 5 cu. yds.)	$ 37.74	26.98
(3)Roller Operator (five tons and under)	$ 36.19	26.98
(5)Screed Person	$ 37.42	26.98
(6)Combination Loader/Backhoe (up to 3/4 cu.yd.)	$ 35.48	26.98
(6)Concrete Saws and/or Grinder (self-propelled unit on streets, highways, airports and canals)	$ 37.42	26.98
(6)Roller Operator (over five tons)	$ 37.62	26.98
(7)Combination Loader/Backhoe (over 3/4 cu.yd.)	$ 36.46	26.98
(8) Asphalt Plant Operator	$ 37.89	26.98
Asphalt Concrete Material Transfer	$ 37.42	26.98
Asphalt Raker	$ 36.46	26.98
Asphalt Spreader Operator	$ 37.94	26.98
Grader	$ 38.25	26.98
Laborer, Hand Roller	$ 35.96	26.98

IRON0625-001 09/01/2013

	Rates	Fringes
Ironworkers:	$ 34.75	28.41

a. Employees will be paid $.50 per hour more while working in tunnels and coffer dams; $1.00 per hour more when required to work under or are covered with water (submerged) and when they are required to work on the summit of Mauna Kea, Mauna Loa or Haleakala.

LABO0368-001 09/01/2014

	Rates	Fringes
Laborers:		
Driller	$ 34.30	16.71
Final Clean Up	$ 24.70	12.54
Gunite/Shotcrete Operator and High Scaler	$ 33.80	16.71
Laborer I	$ 33.30	16.71
Laborer II	$ 30.70	16.71
Mason Tender/Hod Carrier	$ 33.80	16.71
Powderman	$ 34.30	16.71
Window Washer (bosun chair)	$ 32.80	16.71

LABORERS CLASSIFICATIONS

Laborer I: Air Blasting run by electric or pneumatic

compressor; Asphalt Laborer, Ironer, Raker, Luteman, and Handroller, and all types of Asphalt Spreader Boxes; Asphalt Shoveler; Assembly and Installation of Multiplates, Liner Plates, Rings, Mesh, Mats; Batching Plant (portable and temporary); Boring Machine Operator (under streets and sidewalks); Buggymobile; Burning and Welding; Chainsaw, Faller, Logloader, and Bucker; Compactors (Jackson Jumping Jack and similar); Concrete Bucket Dumpman; Concrete Chipping; Concrete Chuteman/Hoseman (pouring concrete) (the handling of the chute from ready-mix trucks for such jobs as walls, slabs, decks, floors, foundations, footings, curbs, gutters, and sidewalks); Concrete Core Cutter (Walls, Floors, and Ceiling); Concrete Grinding or Sanding; Concrete: Hooking on, signaling, dumping of concrete for treme work over water on caissons, pilings, abutments, etc.; Concrete: Mixing, handling, conveying, pouring, vibrating, otherwise placing of concrete or aggregates or by any other process; Concrete: Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel, or electric power; Concrete Placement Machine Operator: operation of Somero Hammerhead, Copperheads, or similar machines; Concrete Pump Machine (laying, coupling, uncoupling of all connections and cleaning of equipment); Concrete and/or Asphalt Saw (Walking or Handtype) (cutting walls or flatwork) (scoring old or new concrete and/or asphalt) (cutting for expansion joints) (streets and ways for laying of pipe, cable or conduit for all purposes); Concrete Shovelers/Laborers (Wet or Dry); Concrete Screeding for Rough Strike-Off: Rodding or striking-off, by hand or mechanical means prior to finishing; Concrete Vibrator Operator; Coring Holes: Walls, footings, piers or other obstructions for passage of pipes or conduits for any purpose and the pouring of concrete to secure the hole; Cribbers, Shorer, Lagging, Sheeting, and Trench Jacking and Bracing, Hand-Guided Lagging Hammer Whaling Bracing; Curbing (Concrete and Asphalt); Curing of Concrete (impervious membrane and form oiler) mortar and other materials by any mode or method; Cut Granite Curb Setter (setting, leveling and grouting of all precast concrete or stone curbs); Cutting and Burning Torch (demolition); Dri Pak-It Machine; Environmental Abatement: removal of asbestos, lead, and bio hazardous materials (EPA and/or OSHA certified); Falling, bucking, yarding, loading or burning of all trees or timber on construction site; Forklift (9 ft. and under); Gas, Pneumatic, and Electric tools; Grating and Grill work for drains or other purposes; Green Cutter of concrete or aggregate in any form, by hand, mechanical means, grindstone or air and/or water; Grout: Spreading for any purpose; Guinea Chaser (Grade Checker) for general utility trenches, sitework, and excavation; Headerboard Man (Asphalt or Concrete); Heat Welder of Plastic (Laborers' AGC certified workers) (when work involves waterproofing for waterponds, artificial lakes and reservoir) heat welding for sewer pipes and fusion of HDPE pipes; Heavy Highway Laborer (Rigging, signaling, handling, and installation of pre-cast catch basins, manholes, curbs and gutters); High Pressure Nozzleman - Hydraulic Monitor (over 100# pressure); Jackhammer Operator; Jacking of slip forms: All semi and unskilled work connected therewithin; Laying of all multi-cell conduit or multi-purpose pipe;

Magnesite and Mastic Workers (Wet or Dry)(including mixer operator);Mortar Man; Mortar Mixer (Block, Brick, Masonry, and Plastering); Nozzleman (Sandblasting and/or Water Blasting): handling, placing and operation of nozzle; Operation, Manual or Hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary; Pavement Breakers; Paving, curbing and surfacing of streets, ways, courts, under and overpasses, bridges, approaches, slope walls, and all other labor connected therewith; Pilecutters; Pipe Accessment in place, bolting and lining up of sectional metal or other pipe including corrugated pipe; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, HDPE, metallic or non-metallic, conduit, and any other stationary-type of tubular device used for conveying of any substance or element, whether water, sewage, solid, gas, air, or other product whatsoever and without regard to the nature of material from which tubular material is fabricated; No-joint pipe and stripping of same, Pipewrapper, Caulker, Bander, Kettlemen, and men applying asphalt, Laykold, treating Creosote and similar-type materials (6-inch) pipe and over); Piping: resurfacing and paving of all ditches in preparation for laying of all pipes; Pipe laying of lateral sewer pipe from main or side sewer to buildings or structure (except Contactor may direct work be done under proper supervision); Pipe laying, leveling and marking of the joint used for main or side sewers and storm sewers; Laying of all clay, terra cotta, ironstone, vitrified concrete, HDPE or other pipe for drainage; Placing and setting of water mains, gas mains and all pipe including removal of skids; Plaster Mortar Mixer/Pump; Pneumatic Impact Wrench; Portable Sawmill Operation: Choker setters, off bearers, and lumber handlers connected with clearing; Posthole Digger (Hand Held, Gas, Air and Electric); Powderman's Tender; Power Broom Sweepers (Small); Preparation and Compaction of roadbeds for railroad track laying, highway construction, and the preparation of trenches, footings, etc., for cross-country transmission by pipelines, electrical transmission or underground lines or cables (by mechanical means); Raising of structure by manual or hydraulic jacks or other methods and resetting of structure in new locations, including all concrete work; Ramming or compaction; Rigging in connection with Laborers' work (except demolition), Signaling (including the use of walkie talkie) Choke Setting, tag line usage; Tagging and Signaling of building materials into high rise units; Riprap, Stonepaver, and Rock Slinger (includes placement of stacked concrete, wet or dry and loading, unloading, signaling, slinging and setting of other similar materials); Rotary Scarifier (including multiple head concrete chipping Scarifier); Salamander Heater, Drying of plaster, concrete mortar or other aggregate; Scaffold Erector Leadman; Scaffolds: (Swing and hanging) including maintenance thereof; Scaler; Septic Tank/Cesspool and Drain Fields Digger and Installer; Shredder/Chipper (tree branches, brush, etc.); Stripping and Setting Forms; Stripping of Forms: Other than panel forms which are to be re-used in their original form, and

stripping of forms on all flat arch work; Tampers (Barko, Wacker, and similar type); Tank Scaler and Cleaners; Tarman; Tree Climbers and Trimmers; Trencher (includes hand-held, Davis T-66 and similar type); Trucks (flatbed up to and including 2 1/2 tons when used in connection with on-site Laborers'work; Trucks (Refuse and Garbage Disposal) (from job site to dump); Vibra-Screed (Bull Float in connection with Laborers' work); Well Points, Installation of or any other dewatering system.

Laborer II: Asphalt Plant Laborer; Boring Machine Tender; Bridge Laborer; Burning of all debris (crates, boxes, packaging waste materials); Chainman, Rodmen, and Grade Markers; Cleaning, clearing, grading and/or removal for streets, highways, roadways, aprons, runways, sidewalks, parking areas, airports, approaches, and other similar installations; Cleaning or reconditioning of streets, ways, sewers and waterlines, all maintenance work and work of an unskilled and semi-skilled nature; Concrete Bucket Tender (Groundman) hooking and unhooking of bucket; Concrete Forms; moving, cleaning, oiling and carrying to the next point of erection of all forms; Concrete Products Plant Laborers; Conveyor Tender (conveying of building materials); Crushed Stone Yards and Gravel and Sand Pit Laborers and all other similar plants; Demolition, Wrecking and Salvage Laborers: Wrecking and dismantling of buildings and all structures, with use of cutting or wrecking tools, breaking away, cleaning and removal of all fixtures, All hooking, unhooking, signaling of materials for salvage or scrap removed by crane or derrick; Digging under streets, roadways, aprons or other paved surfaces; Driller's Tender; Chuck Tender, Outside Nipper; Dry-packing of concrete (plugging and filling of she-bolt holes); Fence and/or Guardrail Erector: Dismantling and/or re-installation of all fence; Finegrader; Firewatcher; Flagman (Coning, preparing, stablishing and removing portable roadway barricade devices); Signal Men on all construction work defined herein, including Traffic Control Signal Men at construction site; General Excavation; Backfilling, Grading and all other labor connected therewith; Digging of trenches, ditches and manholes and the leveling, grading and other preparation prior to laying pipe or conduit for any purpose; Excavations and foundations for buildings, piers, foundations and holes, and all other construction. Preparation of street ways and bridges; General Laborer: Cleaning and Clearing of all debris and surplus material. Clean-up of right-of-way. Clearing and slashing of brush or trees by hand or mechanical cutting. General Clean up: sweeping, cleaning, wash-down, wiping of construction facility and equipment (other than "Light Clean up (Janitorial) Laborer. Garbage and Debris Handlers and Cleaners. Appliance Handling (job site) (after delivery unlading in storage area); Ground and Soil Treatment Work (Pest Control); Gunite/Shotcrete Operator Tender; Junk Yard Laborers (same as Salvage Yard); Laser Beam "Target Man" in connection with Laborers' work; Layout Person for Plastic (when work involves waterproofing for waterponds, artificial lakes and reservoirs); Limbers, Brush Loaders, and Pilers; Loading, Unloading, carrying, distributing and handling of all rods and material for use in reinforcing

concrete construction (except when a derrick or outrigger operated by other than hand power is used); Loading, unloading, sorting, stockpiling, handling and distribution of water mains, gas mains and all pipes; Loading and unloading of all materials, fixtures, furnishings and appliances from point of delivery to stockpile to point of installation; hooking and signaling from truck, conveyance or stockpile; Material Yard Laborers; Pipelayer Tender; Pipewrapper, Caulker, Bander, Kettlemen, and men applying asphalt, Laykold, Creosote, and similar-type materials (pipe under 6 inches); Plasterer Laborer; Preparation, construction and maintenance of roadbeds and sub-grade for all paving, including excavation, dumping, and spreading of sub-grade material; Prestressed or precast concrete slabs, walls, or sections: all loading, unloading, stockpiling, hooking on of such slabs, walls or sections; Quarry Laborers; Railroad, Streetcar, and Rail Transit Maintenance and Repair; Roustabout; Rubbish Trucks in connection with Building Construction Projects (excluding clearing, grubbing, and excavating); Salvage Yard: All work connected with cutting, cleaning, storing, stockpiling or handling of materials, all cleanup, removal of debris, burning, back-filling and landscaping of the site; Sandblasting Tender (Pot Tender): Hoses and pots or markers; Scaffolds: Erection, planking and removal of all scaffolds used for support for lathers, plasters, brick layers, masons, and other construction trades crafts; Scaffolds: (Specially designed by carpenters) laborers shall tend said carpenter on erection and dismantling thereof, preparation for foundation or mudsills, maintenance; Scraping of floors; Screeds: Handling of all screeds to be reused; handling, dismantling and conveyance of screeds; Setting, leveling and securing or bracing of metal or other road forms and expansion joints; Sheeting Piling/trench shoring (handling and placing of skip sheet or wood plank trench shoring); Ship Scalers; Shipwright Tender; Sign Erector (subdivision traffic, regulatory, and street-name signs); Sloper; Slurry Seal Crews (Mixer Operator, Applicator, Squeegee Man, Shuttle Man, Top Man); Snapping of wall ties and removal of tie rods; Soil Test operations of semi and unskilled labor such as filling sand bags; Striper (Asphalt, Concrete or other Paved Surfaces); Tool Room Attendant (Job Site); Traffic Delineating Device Applicator; Underpinning, lagging, bracing, propping and shoring, loading, signaling, right-of-way clearance along the route of movement, The clearance of new site, excavation of foundation when moving a house or structure from old site to new site; Utilities employees; Water Man; Waterscape/Hardscape Laborers; Wire Mesh Pulling (all concrete pouring operations); Wrecking, stripping, dismantling and handling concrete forms an false work.

LABO0368-002 09/01/2014

	Rates	Fringes
Landscape & Irrigation Laborers		
GROUP 1	$ 23.20	10.11

GROUP 2.....$ 23.70 10.11
GROUP 3.....$ 19.70 10.11

LABORERS CLASSIFICATIONS

GROUP 1: Installation of non-potable permanent or temporary irrigation water systems performed for the purposes of Landscaping and Irrigation architectural horticultural work; the installation of drinking fountains and permanent or temporary irrigation systems using potable water for Landscaping and Irrigation architectural horticultural purposes only. This work includes (a) the installation of all heads, risers, valves, valve boxes, vacuum breakers (pressure and non-pressure), low voltage electrical lines and, provided such work involves electrical wiring that will carry 24 volts or less, the installation of sensors, master control panels, display boards, junction boxes, conductors, including all other components for controllers, (b) and metallic (copper, brass, galvanized, or similar) pipe, as well as PVC or other plastic pipe including all work incidental thereto, i.e., unloading, handling and distribution of all pipes fittings, tools, materials and equipment, (c) all soldering work in connection with the above whether done by torch, soldering iron, or other means; (d) tie-in to main lines, thrust blocks (both precast and poured in place), pipe hangers and supports incidental to installation of the entire irrigation system, (e) making of pressure tests, start-up testing, flushing, purging, water balancing, placing into operation all irrigation equipment, fixtures and appurtenances installed under this agreement, and (f) the fabrication, replacement, repair and servicing oflandscaping and irrigation systems. Operation of hand-held gas, air, electric, or self-powered tools and equipment used in the performance of Landscape and Irrigation work in connection with architectural horticulture; Choke-setting, signaling, and rigging for equipment operators on job-site in the performance of such Landscaping and Irrigation work; Concrete work (wet or dry) performed in connection with such Landscaping and Irrigation work. This work shall also include the setting of rock, stone, or riprap in connection with such Landscape, Waterscape, Rockscape, and Irrigation work; Grubbing, pick and shovel excavation, and hand rolling or tamping in connection with the performance of such Landscaping and Irrigation work; Sprigging, handseeding, and planting of trees, shrubs, ground covers, and other plantings and the performance of all types of gardening and horticultural work relating to said planting; Operation of flat bed trucks (up to and including 2 1/2 tons).:

GROUP 2. Layout of irrigation and other non-potable irrigation water systems and the layout of drinking fountains and other potable irrigation water systems in connection with such Landscaping and Irrigation work. This includes the layout of all heads, risers, valves, valve boxes, vacuum breakers, low voltage electrical lines, hydraulic and electrical controllers, and metallic (coppers, brass, galvanized, or similar) pipe, as well as PVC or other plastic pipe. This work also includes the reading and interpretation of plans and specifications in

connection with the layout of Landscaping, Rockscape, Waterscape, and Irrigation work; Operation of Hydro-Mulching machines (sprayman and driver), Drillers, Trenchers (riding type, Davis T-66, and similar) and fork lifts used in connection with the performance of such Landscaping and Irrigation work; Tree climbers and chain saw tree trimmers, Sporadic operation (when used in connection with Landscaping, Rockscape, Waterscape, and Irrigation work) of Skid-Steer Loaders (Bobcat and similar), Cranes (Bantam, Grove, and similar), Hoptos, Backhoes, Loaders, Rollers, and Dozers (Case, John Deere, and similar), Water Trucks, Trucks requiring a State of Hawaii Public Utilities Commission Type 5 and/or type 7 license, sit-down type and "gang" mowers, and other self-propelled, sit-down operated machines not listed under Landscape & Irrigation Maintenance Laborer; Chemical spraying using self-propelled power spraying equipment (200 gallon capacity or more).

GROUP 3: Maintenance of trees, shrubs, ground covers, lawns and other planted areas, including the replanting of trees, shrubs, ground covers, and other plantings that did not "take" or which are damaged; provided, however, that re-planting that requires the use of equipment, machinery, or power tools shall be paid for at the rate of pay specified under Landscape and Irrigation Laborer, Group 1; Raking, mowing, trimming, and runing, including the use of "weed eaters", hedge trimmers, vacuums, blowers, and other hand-held gas, air, electric, or self-powered tools, and the operation of lawn mowers (Note: The operation of sit-down type and "gang" mowers shall be paid for at the rate of pay specified under Landscape & Irrigation Laborer, Group 2); Guywiring, staking, propping, and supporting trees; Fertilizing, Chemical spraying using spray equipment with less than 200 gallon capacity, Maintaining irrigation and sprinkler systems, including the staking, clamping, and adjustment of risers, and the adjustment and/or replacement of sprinkler heads, (Note: the cleaning and gluing of pipe and fittings shall be paid for at the rate of pay specified under Landscape & Irrigation Laborer(Group 1); Watering by hand or sprinkler system and the peformance of other types of gardening, yardman, and horticultural-related work.

LABO0368-003 09/01/2014

	Rates	Fringes
Underground Laborer		
GROUP 1	$ 33.90	16.71
GROUP 2	$ 35.40	16.71
GROUP 3	$ 35.90	16.71
GROUP 4	$ 36.90	16.71
GROUP 5	$ 37.25	16.71
GROUP 6	$ 37.50	16.71
GROUP 7	$ 37.95	16.71

GROUP 1: Watchmen; Change House Attendant.

GROUP 2: Swamper; Brakeman; Bull Gang-Muckers, Trackmen;

Dumpmen (any method); Concrete Crew (includes rodding and spreading); Grout Crew; Reboundmen

GROUP 3: Chucktenders and Cabletenders; Powderman (Prime House); Vibratorman, Pavement Breakers

GROUP 4: Miners - Tunnel (including top and bottom man on shaft and raise work); Timberman, Retimberman (wood or steel or substitute materials thereof); Blasters, Drillers, Powderman (in heading); Microtunnel Laborer; Headman; Cherry Pickerman (where car is lifted); Nipper; Grout Gunmen; Grout Pumpman & Potman; Gunite, Shotcrete Gunmen & Potmen; Concrete Finisher (in tunnel); Concrete Screed Man; Bit Grinder; Steel Form Raisers & Setters; High Pressure Nozzleman; Nozzleman (on slick line); Sandblaster-Potman (combination work assignment interchangeable); Tugger

GROUP 5: Shaft Work & Raise (below actual or excavated ground level); Diamond Driller; Gunite or Shotcrete Nozzleman; Rodman; Groundman

GROUP 6: Shifter

GROUP 7: Shifter (Shaft Work & Raiser)

PAIN1791-001 01/01/2015

	Rates	Fringes
Painters:		
Brush	$ 34.60	26.45
Sandblaster; Spray	$ 34.60	26.45

PAIN1889-001 07/01/2014

	Rates	Fringes
Glaziers	$ 34.10	27.29

PAIN1926-001 03/01/2015

	Rates	Fringes
Soft Floor Layers	$ 31.15	25.75

PAIN1944-001 01/01/2015

	Rates	Fringes
Taper	$ 41.00	20.50

PLAS0630-001 09/02/2013

	Rates	Fringes
PLASTERER	$ 37.64	23.22

PLAS0630-002 09/02/2013

	Rates	Fringes
Cement Masons:		
Cement Masons	$ 36.80	23.22
Trowel Machine Operators	$ 36.95	23.22

PLUM0675-001 01/04/2015

	Rates	Fringes
Plumber, Pipefitter, Steamfitter & Sprinkler Fitter	$ 39.35	24.21

ROOF0221-001 09/07/2014

	Rates	Fringes
Roofers (Including Built Up, Composition and Single Ply)	$ 38.10	17.13

SHEE0293-001 09/01/2013

	Rates	Fringes
Sheet metal worker	$ 37.25	22.73

SUHI1997-002 09/15/1997

	Rates	Fringes
Drapery Installer	$ 13.60	1.20
FENCE ERECTOR (Chain Link Fence)	$ 9.33	1.65

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