



US Army Corps  
of Engineers  
Baltimore District

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# SOLICITATION FOR

# RECOVERY – INDUSTRIAL WASTEWATER SYSTEM FORCE MAIN REHABILITATION,

LETTERKENNY ARMY DEPOT,  
CHAMBERSBURG, PA

REQUEST FOR PROPOSAL: W912DR-10-R-0007

DATE: OCT 30, 2009

***THIS PROJECT IS 100% SET-ASIDE FOR SDVOB CONCERNS.***

**SUBMITTAL OF BIDS:**

**BIDS ARE TO BE SUBMITTED IN DUPLICATE. BIDDERS ARE TO SUBMIT THE FOLLOWING:**

- (1) SECTION 00010 - STANDARD FORM 1442
- (2) SECTION 00010 - PRICE SCHEDULE
- (3) SECTION 00600 - REPRESENTATIONS AND CERTIFICATIONS



**SOLICITATION, OFFER, AND AWARD (Continued)***(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*15. TELEPHONE NO. *(Include area code)*16. REMITTANCE ADDRESS *(Include only if different than Item 14)***See Item 14**

CODE

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this 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 requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS

SEE SCHEDULE OF PRICES

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 AUTHORIZED TO SIGN OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN  
*(4 copies unless otherwise specified)***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

27. PAYMENT WILL BE MADE BY:

CODE

**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, requisitions identified on this form and 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 or 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 commutes 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

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA  
BY

31C. AWARD DATE

Section 00010 - Solicitation Contract Form

BID SCHEDULE

PRICE SCHEDULE

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Description	Amount
All costs in connection with the INDUSTRIAL WASTEWATER SYSTEM FORCE MAIN REHABILITATION, LETTERKENNY ARMY DEPOT, CHAMBERSBURG, PA, complete as shown on drawings and specified.	\$ _____

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BID AMOUNT \$ \_\_\_\_\_

PROPOSAL REQUIREMENTSSECTION 00100  
PROPOSAL SUBMISSION REQUIREMENTS

## 1.0. PROPOSAL SUBMISSION INSTRUCTIONS

1.1. General: This request for proposals (“RFP”) seeks proposals from offerors interested in being selected for a rehabilitation project at the Industrial Wastewater System on Letterkenny Army Depot, Chambersburg, PA. Offerors responding to this RFP are required to submit their proposals in accordance with the instructions contained in this section 00100.

This project is to rehabilitate the existing industrial wastewater force main between Pump Station No. 1 and Pump Station No. 3 servicing the Southeast Industrial Area of the Letterkenny Army Depot in Chambersburg, PA.

1.2. Source Selection: A contract will be awarded to the Offeror whose proposal represents the “best value” to the Government, as described below. The best value determination will be made by comparing differences in the value of non-price technical and management features of a proposal with differences in price. The evaluation factors applicable to this procurement appear below:

- a. FACTOR 1 - Experience in Relevant Projects
- b. FACTOR 2 - Past Performance on Relevant Projects
- c. FACTOR 3 - Management and Control of Projects
- d. FACTOR 4 - Past Performance on Management and Control of Projects
- e. FACTOR 5 - Project Management Plan
- f. FACTOR 6 - Price
- g. FACTOR 7 - Bonding

**If the contractor cannot provide a Bond Surety Letter, Factor 7, the offeror’s proposal will not be considered valid for this solicitation. All technical factors, Factor 1 through Factor 5, when combined are approximately equal to Price, Factor 6.** It is the intent of the Government to seek proposals from qualified Offerors with experience in the significant features of this RFP and who can demonstrate an above average performance history in projects of this type. The successful Offeror will be selected based on the “Best Over-all Value to the Government”. The Government is more concerned with obtaining superior technical or management features than with making an award to the Offeror whose proposal offers the lowest overall price. However, the Government will not make an award at a significantly higher price to obtain only slightly superior technical advantages. Note however, the degree of importance of price as a factor could become greater depending upon the equality of the proposals submitted. Where the technical merits of competing proposals are determined to be substantially equal, price could become the controlling factor.

1.3. Each Offeror is required to submit a proposal consisting of the following volumes:

- a. Volume I – Technical Proposal, (original and four copies)
- b. Volume II – Price Proposal (original and one copy)

The content of these volumes is discussed in section 1.5, below.

1.4. Proposal envelopes will be marked:

Date of Closing: 30 November 2009

Time of Closing: 02:00 pm

Solicitation RFP: W912DR-10-R- 0007

1.5. Specific Requirements: An Offeror's proposal will consist of all information and material submitted in writing for evaluation in response to this RFP. The submission of false or misleading information will be grounds for disqualification of the proposal. Offerors must organize their proposals as described and outlined below. The contractor's name, RFP number, and date must be affixed to the outside of each volume. Each volume must have a table of contents. Each volume's contents must be separated by tabs as discussed below. The proposals must be in an 8-1/2" x 11" format (for project schedule or organization chart, a folded 11" x 17" format may be used, and the entire project schedule shall be counted as one page provided the only information presented is scheduling). Pages may be single-sided or double-sided (double-sided pages count as two pages). The minimum acceptable type size is eleven (11) point with a minimum of one inch margins on all sides. The information in each volume must be organized as follows:

1.5.1. Volume I (Technical Proposal): Offerors must submit the information identified in section 3, below. The information must be divided by tabs, which must be organized as follows:

TAB 1	FACTOR 1	Experience in Relevant Projects
TAB 2	FACTOR 2	Past Performance on Relevant Projects
TAB 3	FACTOR 3	Management and Control of Projects
TAB 4	FACTOR 4	Past Performance on Management and Control of Projects
TAB 5	FACTOR 5	Project Management Plan

The total number of pages behind Tabs 1, 3, and 5 must not exceed 50 in the aggregate. The data appearing behind Tabs 2 and 4 (relating to past performance) are not counted in the overall 50 page limitation. Offerors may distribute the 50 pages between Tabs 1, 3, and 5 at their discretion.

1.5.2. Volume II (Price Proposal) (Factor 6 and Factor 7): The price proposal must be placed in a separate envelope. It must contain the following:

TAB 1	FACTOR 6	
	a.	SF 1442 (Solicitation, Offer and Award)
	b.	Certificate of Corporate Principal/Authority
	c.	Price Schedule and section 00600
TAB 2	FACTOR 7	
	d.	Bond Surety Letter

1.6. Offerors shall submit their proposals to the U.S. Army Corps of Engineers, 10 South Howard Street, Suite 7000, Baltimore, MD 21203-1715, no later than the time and date specified on Standard Form 1442, Block 13.

## 2.0. EVALUATION PROCESS

2.1. Proposal Compliance Review: The proposal compliance review will ensure that all required forms and certifications are complete and that the offerors are eligible to propose if the solicitation is a set aside. Offerors are advised that the evaluation and ratings of all proposals will be conducted in strict confidence.

2.2. Volume I (Technical Proposal, Factors 1-5) of the proposals will be evaluated based upon the factors listed below. Factors 1 through 5 will be adjectivally rated. Offerors submitting proposals for this project should limit submissions to data essential for the evaluation of proposals. All factors are of equal importance.

- a. FACTOR 1 Experience in Relevant Projects
- b. FACTOR 2 Past Performance on Relevant Projects
- c. FACTOR 3 Management and Control of Projects
- d. FACTOR 4 Past Performance on Management and Control of Projects
- e. FACTOR 5 Project Management Plan

See section 4 below for a discussion of the evaluation criteria applicable to these factors.

Technical Rating Definitions. The following rating definitions will be utilized in the evaluation of all factors except past performance:

**EXCELLENT:** The proposal has exceptional merit and reflects an excellent approach which will clearly result in the superior attainment of all requirements and objectives. This clearly achievable approach includes numerous advantageous characteristics of substance, and essentially no disadvantages, which can be expected to result in outstanding performance. The proposal provides solutions which are unquestionably feasible and practical. These solutions are further considered to be exceptionally clear and precise, fully supported, and demonstrate a clear understanding of the requirements.

**GOOD:** The proposal demonstrates a sound approach which is expected to meet all requirements and objectives. This sound approach includes advantageous characteristics of substance, and few relatively minor disadvantages, which collectively can be expected to result in satisfactory performance. The proposal provides solutions which are considered feasible and practical. These solutions are further considered to be clear and precise, supported, and demonstrate an understanding of the requirements.

**ACCEPTABLE:** The proposal demonstrates a sound approach which is capable of meeting all requirements and objectives. The approach includes both advantageous and disadvantageous characteristics of substance, where the advantages are not outweighed by the disadvantages. Collectively, the advantages and disadvantages are likely to result in acceptable performance. The proposal solutions are generally feasible and practical. These solutions are further considered to be somewhat clear and precise, partially supported, and demonstrate a general understanding of the requirements.

**MARGINAL:** The proposal demonstrates an approach which may not be capable of meeting all requirements and objectives. The approach has disadvantages of substance and advantages, which if they exist, are outweighed by the disadvantages. Collectively, the advantages and disadvantages are not likely to result in satisfactory performance. The proposal contains solutions which may not be feasible and practical. These solutions are further considered to lack clarity and precision, are generally unsupported, and do not demonstrate a complete understanding of the requirements.

**UNACCEPTABLE:** The proposal demonstrates an approach which, based on a very high risk, will very likely not be capable of meeting all requirements and objectives. This approach has numerous disadvantages of substance, and advantages which, if they exist, are far outweighed by disadvantages. Collectively, the advantages and disadvantages will not result in satisfactory performance. The proposal contains solutions which are not feasible and practical. The solutions are further considered to lack any clarity and precision, are unsupported, and do not demonstrate an understanding of the requirement.

Past Performance will be evaluated using the following Performance Risk Levels:

**VERY LOW** – Essentially no doubt exists that the Offeror will successfully perform the required effort based on their past performance

**LOW** - Little doubt exists that the Offeror will successfully perform the required effort based on their performance record.

**MODERATE** - Some doubt exists that the Offeror will successfully perform the required effort based on their performance record.

**HIGH** - Significant doubt exists that the Offeror will successfully perform the required effort based on their performance record.

**VERY HIGH** – It is extremely doubtful that the Offeror will successfully perform the required effort based on their performance record

**NEUTRAL** – The Offeror has little/no relevant past performance upon which to base a meaningful performance risk prediction.

2.3. Volume II (Price Proposal, Factor 6 and Factor 7) of the proposals will be evaluated by a Price Evaluation Committee (PEC) established by the Source Selection Authority (SSA). Price will be evaluated for reasonableness, but will not be scored. Proposals will be evaluated using price analysis techniques, as defined in FAR Part 15.4. Prices in an offeror's proposal and breakdown are required to be reasonable for the work to be performed and consistent with relevant elements of the technical proposals.

Offeror must provide a letter or other documentation from a surety appearing on the Dept of Treasury Circular 570 (list of approved sureties) stating that the offeror is able to obtain performance and payment bonds in at least the amount of the offered price appearing on the bid schedule. The Bond Surety Letter will be evaluated on a PASS/FAIL basis.

2.4. Source Selection Evaluation Board: The Source Selection Evaluation Board (SSEB) will review all prepared reports and prices. The SSEB will conduct a review of the TEC, PEC and SBEC evaluations of proposals against the solicitation requirements and the approved evaluation criteria to ensure an equitable, impartial, and comprehensive evaluation against the solicitation requirements. The SSEB does not compare proposals against each other. The fundamental responsibility of the SSEB is to provide the Source Selection Authority with information to make an informed and reasoned selection. The SSEB will therefore prepare a summary report containing adjectival assessments for each factor and their supporting rationale, including the prices for each offeror; brief the SSA; and prepare any necessary items for discussion.

2.5. Trade-off Analysis: After all of the evaluations described above have been completed, the SSA will consider all factors to determine which Offeror submitted the proposal that represents the “best value” to the Government for this project.

2.6. Discussions: Offerors are advised that it is the intent of the Government that an award will be made without discussions. However, the Government reserves the right to hold discussions if it determines that discussions are necessary. Therefore, proposals should be submitted on the most favorable terms that the Offeror can submit to the Government.

2.7. Miscellaneous: The Government reserves the right to reject any or all proposals at any time prior to award, to negotiate with Offerors in a competitive range, if one is established, and to award a contract to the Offeror with the most advantageous proposal to the Government.

### 3. VOLUME I - SUBMISSION CRITERIA (TECHNICAL PROPOSAL)

For purposes of this RFP, an “Offeror” may include a group of two or more entities that have formed a “contractor team arrangement,” as that term is defined in the Federal Acquisition Regulation, Section 9.601. In the case of entities that have formed a contractor team arrangement, the experience and performance history of any member of the team, whether or not gained while working with the other member(s) of the currently-proposed contractor team arrangement, will be considered as a part of the evaluation of the Offeror’s proposal. **In the case of contractor team arrangements involving a prime contractor and subcontractor(s), where the prime contractor submits the proposal in response to this RFP, the prime contractor must have completed at least 50 percent (50%) of the total number of projects submitted for consideration in response to the experience requirements of this RFP.** An Offeror that relies upon the experience and performance history of a member or members of a proposed contractor team arrangement will be required to maintain that arrangement during performance of any contract awarded to that Offeror under this RFP. As a part of their proposal, the Offeror must provide a contractor team agreement signed by all parties (including design contractors), identifying the legal name(s) of all entities and describing the nature of each entity’s relationship (teaming/partnering, joint venture, mentor/protégé, etc.) and their role on this project. This documentation will not be included in the overall page count and must be provided at the beginning of the Offeror's technical proposal.

3.1. FACTOR 1 - EXPERIENCE IN RELEVANT PROJECTS: The Offeror will demonstrate relevant experience by the physical and successful completion of similar projects within 7 years of the original date of issuance of this RFP. The Offeror will submit information on at least three (3), but not more than five (5) completed similar projects having a minimum completion value of \$1,000,000. **At least two (2) of the submitted projects must document the prime contractor’s experience.** The information that is required to be supplied is identified on the form provided below entitled “CONTRACTOR’S PAST EXPERIENCE (Attachment A).”

Similar projects should include experience in the construction and/or renovation/rehabilitation of wastewater treatment facilities. The projects must include at least one example of each of the following: pipe-burst replacement, slip-line pipe replacement, HDPE installation, cleanout and manhole replacement, and air release valve and manhole replacement. The Offeror may submit other types of projects, but must explain the relevancy of those projects to the project that is being solicited in this RFP.

Required information will include, at a minimum:

1. Contractor Name (Who performed work?)
2. Name and Location of the Project
3. Detailed Scope of Project (must include project Square Footage)
4. **Detailed Explanation of Relevancy**
5. Owner of the Project and Point of Contact Information (please include an alternate POC),
6. Role of the Contractor and Work Self-performed
7. Extent and Type of Work Subcontracted Out
8. Original Construction Contract Start Date
9. Original Construction Contract Completion Date
10. Construction Contract Value at Award
11. Actual Contract Start Date
12. Final Contract Completion Date
13. Construction Contract Value at Completion
14. Reasons for any differences in Time and Cost Growth
15. Loss Time Accidents and Safety Rating
16. Customer Satisfaction

3.2. FACTOR 2 - PAST PERFORMANCE ON EXPERIENCE IN RELEVANT PROJECTS: Provide the Offeror's assigned performance evaluation for each of the projects supplied in response to paragraph 3.1 above. If a formal evaluation is unavailable, the Offeror must obtain the information using the "PAST PERFORMANCE QUESTIONNAIRE ON EXPERIENCE IN RELEVANT PROJECTS (Attachment B)", which is provided below. Formal performance evaluations are those that are similar to the Department of Defense Performance Evaluation (Construction) Form DD2626. The Offeror may provide an explanation if the performance evaluation rating is less than satisfactory. Where applicable, the Offeror must explain facts related to any partial or completely terminated project and disclose any projects with an assessment of liquidated damages for the failure to meet the contractually required completion date.

The Government may also analyze past performance by reviewing the Corps of Engineers Construction Contractor Appraisal Support System (CCASS), or by interviewing owners or checking references. The offeror must submit all customer completed questionnaires and performance evaluations with its proposal. The Offeror also must provide information regarding any awards received for work done on any of the projects described by the Offeror. Awards, Past Performance Questionnaires, and other past performance information will not be included in the page count for the proposal submission.

In the case of an Offeror without a record of relevant past performance, or for whom information on past performance is not available, the Offeror will not be evaluated favorably or unfavorably on past performance.

3.3. FACTOR 3 – MANAGEMENT AND CONTROL OF PROJECTS: The Offeror shall provide between three (3) and five (5) additional completed projects demonstrating the Offeror's ability to successfully manage/control the solicited project. Projects must have been completed within 7 years of the original date of issuance of this RFP and have a minimum completion value of \$1,000,000 considering adjustment for escalation to 2009. All escalation values are to be labeled as escalated and the offeror must explain their escalation rationale. The projects do not have to be relevant in terms of technical complexity. However, the offeror must provide a detailed explanation of how the Offeror managed/controlled the projects and how that management relates to and will be used in conjunction to the proposed management of the solicited project. **At least three (3) of the submitted projects must document the prime contractor's experience.** Information is to be provided on the forms supplied

below entitled “CONTRACTOR’S MANAGEMENT AND CONTROL OF PROJECTS (Attachment C).”

Required information will include, at a minimum:

1. Contractor Name (Who performed work?)
2. Name and Location of the Project
3. Detailed Scope of Project
4. **Detailed explanation of Contractor’s management/control of the projects and how that management relates to and will be used in conjunction to the proposed management of the solicited project.**
5. Owner of the Project and Point of Contact Information (please include an alternate POC),
6. Role of the Contractor and Work Self-performed
7. Extent and Type of Work Subcontracted Out
8. Original Construction Contract Start Date
9. Original Construction Contract Completion Date
10. Construction Contract Value at Award
11. Actual Contract Start Date
12. Final Contract Completion Date
13. Construction Contract Value at Completion
14. Reasons for any differences in Time and Cost Growth
15. Loss Time Accidents and Safety Rating
16. Customer Satisfaction

3.4. FACTOR 4 - PAST PERFORMANCE ON MANAGEMENT AND CONTROL OF PROJECTS: Provide the Offeror’s assigned performance evaluation for each of the supplied projects in paragraph 3.3 above. If a formal evaluation is unavailable, the Offeror shall obtain the information using the “PAST PERFORMANCE QUESTIONNAIRE ON MANAGEMENT AND CONTROL OF PROJECTS (Attachment D)”. Formal performance evaluations are those that are similar to the Department of Defense Performance Evaluation (Construction) Form DD2626. The Offeror may provide an explanation if the performance evaluation rating is less than satisfactory. Where applicable, explain facts related to any partial or completely terminated project and disclose any projects with an assessment of liquidated damages for failure in meeting the contractually required completion date.

The Government may review the Corps of Engineers Construction Contractor (CCASS), or interview owners or references. The Offeror shall submit all customer completed questionnaires and performance evaluations with the proposal. Also provide information regarding any awards received for work done on any of the projects described. Awards, Past Performance Questionnaires and other past performance information will not be part of the page count for the proposal submission.

3.5. FACTOR 5 – PROJECT MANAGEMENT PLAN: The Offeror must submit a detailed narrative on how they plan to sequence the work and other management aspects of the solicited project. The narrative must be a comprehensive, start-to-finish discussion on the significant features of this work. As a minimum, specific elements of the narrative to include are identified below and will be considered in the evaluation of each Offeror’s submission. Offerors are encouraged to elaborate on other features of the work that are considered relevant or where a high degree of risk is involved that may adversely affect the planned performance period and the Offeror’s plan to mitigate those risks.

The Offeror is required to submit a narrative as to how they will comply with the parameters of the RFP. The narrative should address the assumptions and techniques to be utilized for this project and address the

various engineering disciplines to be involved (i.e. structural, mechanical, etc) and any special items to be accomplished.

Detail how the Offeror will aggressively start the project; include key early activities. Discuss the Offeror's plan to sequence/manage key activities.

Schedule: The offeror must describe in detail how it will initiate the project and include discussions on important early activities.

The offeror must discuss its scheduling capabilities and procedures to be used for this project, which must include schedule updates, incorporating modifications into the schedule, and other steps to be taken to maintain the completion date. The offeror also must include a discussion of the potential high-risk features of the work that may adversely impact the completion date and the offeror's plan to mitigate those high-risk features.

#### 4. VOLUME I - EVALUATION CRITERIA (TECHNICAL PROPOSAL)

4.1. FACTOR 1 - EXPERIENCE IN RELEVANT PROJECTS: All submissions by offerors must demonstrate sufficient experience in relevant projects, as stated in paragraph 3.1. above. Extra consideration may be given for the following:

- a. Experience in the alteration or renovation of wastewater treatment facilities.
- b. Experience in projects with the federal government and/or the U.S. Army Corps of Engineers.
- c. Demonstration of long-term, multiple project relationships with owners.

4.2. FACTOR 2 - PAST PERFORMANCE ON RELEVANT PROJECTS: Past performance will be rated in terms of likely performance risk to the Government; that is, low performance ratings will be taken as indicators of high risk, i.e., that the Offeror cannot successfully perform the work. If an Offeror has no record of relevant past performance, or if information on the Offeror's past performance is not available, the Offeror must state that fact. That Offeror will not be rated either favorably or unfavorably on this factor. Extra consideration may be given for the following:

- a. Higher performance evaluations on federal government and/or U.S. Army Corps of Engineers projects.
- b. Demonstration of excellence through the receipt of professional or industry awards.

4.3. FACTOR 3 - MANAGEMENT AND CONTROL OF PROJECTS: All submissions by offerors must demonstrate sufficient experience in management and control of projects, as stated in paragraph 3.3. above. Extra consideration may be given for the following:

- a. Experience in projects with the federal government and/or the U.S. Army Corps of Engineers.
- b. Demonstration of long-term, multiple project relationships with owners.

4.4. FACTOR 4 - PAST PERFORMANCE ON MANAGEMENT AND CONTROL OF PROJECTS: Past performance will be rated in terms of likely performance risk to the Government; that is, low performance ratings will be taken as indicators of high risk, i.e., that the Offeror cannot successfully perform the work. If an Offeror has no record of relevant past performance, or if information on the Offeror's past performance is not available, the Offeror must state that fact. In that case the Offeror will not be rated either favorably or unfavorably on this factor. Extra consideration may be given for the following:

- a. Higher performance evaluations on federal government and/or U.S. Army Corps of Engineers projects.
- b. Demonstration of excellence through the receipt of professional or industry awards.

4.5. FACTOR 5 – PROJECT MANAGEMENT PLAN: The project narrative must demonstrate a reasonable approach to the project and an understanding of the requirements of the project that is the subject of this RFP. Areas of relevance include, but are not limited to:

- a. The extent to which the Offeror addresses each of the significant features of the project.
- b. A discussion of how the Offeror plans to manage the schedule to avoid or reduce delays in order to maintain the scheduled completion date.
- c. A demonstration of how the Offeror's success on past projects will translate into success on the solicited project.

## 5.0. EVALUATION FORMS

Evaluation forms required to be used in responding to this RFP are provided on the following pages. They include:

- a. Contractor's Experience in Relevant Projects
- b. Past Performance Questionnaire on Experience in Relevant Projects
- c. Contractor's Management and Control of Projects
- d. Past Performance Questionnaire on Management and Control of Projects

## 6.0. VOLUME II: EVALUATION CRITERIA (PRICE or COST PROPOSAL)

### 6.1. DEFINITIONS

-Price Analysis: The process of examining and evaluating an Offeror's proposed price to determine if it is fair and reasonable without evaluating its separate cost elements and proposed profit/fee. Price analysis always involves comparison with other prices; e.g., comparing an Offeror's proposed price with the proposed prices of competing Offerors or with previously proposed prices for the same or similar items.

6.2 The PEC will perform, in most cases, a price analysis in developing a report that summarizes and compares the Offeror's proposed costs and price information to the independent government estimate. The report will brief the SSEB. During the debriefing, all Offerors will be compared.

**Attachment A**  
**CONTRACTOR'S EXPERIENCE IN RELEVANT PROJECTS**

Contractor's Name (Who performed work?) \_\_\_\_\_

Company name \_\_\_\_\_

Name of Project/Location \_\_\_\_\_

Detailed Scope of Project \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Detailed explanation of relevancy to this project \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Owner of the Project: \_\_\_\_\_

(Note: If Government Contract, give Contract No. and Contracting Office)

Owner's P.O.C. to include Name, Address and Phone \_\_\_\_\_

\_\_\_\_\_

(Note: If Government Contract, give name of Contracting Officer)

Role (prime, joint venture, subcontractor) and work your company self-performed on this contract, and number of years in this role: \_\_\_\_\_

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Extent and type of work you subcontracted out by percentage \_\_\_\_\_

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Original Construction Contract Start Date: \_\_\_\_\_

Original Construction Contract Completion Date: \_\_\_\_\_

Construction Contract Value at Award: \_\_\_\_\_

Actual Contract Start Date: \_\_\_\_\_

Final Contract Completion Date: \_\_\_\_\_

Construction Contract Value at Completion: \_\_\_\_\_

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Reasons for Differences in Time and Cost Growth: \_\_\_\_\_

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Lost time accidents and Safety Rating: \_\_\_\_\_

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Customer Satisfaction: (Attach awards, letters of appreciation or other honoraria if received)

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**Attachment B**

**PAST PERFORMANCE QUESTIONNAIRE FOR CONTRACTOR'S EXPERIENCE IN RELEVANT PROJECTS  
SOLICITATION NUMBER W912DR-10-R-0007**

The contractor identified below has made an offer for the award of a contract by the U.S. Army Corps of Engineers, Baltimore District, in response to the referenced solicitation. This is a request for information about the past performance of the offeror, which the offeror has identified as being relevant to the referenced solicitation. The information provided below will be used in the evaluation of the offeror's past performance. The information, once submitted by the offeror, will be treated confidentially and will not be released. It will be used only to evaluate this offeror for the referenced solicitation. If the project described below was a U.S. Army Corps of Engineers or U.S. Navy project, please submit the SF-1420 evaluation form in lieu of this form.

Information may be typed or legibly handwritten in ink.

Please evaluate the project performance for which the contractor was solely responsible. Do not allow factors beyond the control of the contractor, which resulted in performance delays or other problems, to affect the evaluation of the contractor's performance.

**Past Project Information:**

Contractor:
Project Title and Location:

**Evaluator:**

Owner's Name: _____
Name: _____ Date: _____
Phone No: _____ Fax No. _____
Address: _____
Position held of function in relation to project: _____
Signature of Evaluator: _____

The following is a definition of the rating system used:

**Exceptional:** Performance met contractual requirements and exceeded many to the Government'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 were highly effective.

**Very Good:** Performance met contractual requirements and exceeded some to the Government'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.

**Satisfactory:** Performance met contractual requirements. The contractual performance of the element or sub-element contained some minor problems for which corrective actions taken by the contractor were satisfactory.

**Marginal:** Performance did not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflected a serious problem for which the contractor has not yet

identified correction actions. The contractor’s proposed actions were only marginally effective or were not fully implemented.

Unsatisfactory: Performance did not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contained serious problem(s) for which the contractor’s corrective actions were not effective.

Ratings: In completing this questionnaire, please circle a letter corresponding to your rating, or N/A if you are unable to provide an evaluation:

E=Exceptional, VG=Very Good, S=Satisfactory, M=Marginal, U=Unsatisfactory

Please provide clear and concise narrative explanations (both positive and negative) for your answers. This is especially important for any rating above or below satisfactory.

Please rate and provide any supporting information for the following: (Use additional sheets as needed.).

<p>1. The contractor’s overall corporate management, integrity, reasonableness, and cooperative conduct.</p> <p>Rating: E ____, VG ____, S ____, M ____, U ____, N/A ____</p> <p>Comments:</p>
<p>2. The relationship between the contractor and the owner’s teams.</p> <p>Rating: E ____, VG ____, S ____, M ____, U ____, N/A ____</p> <p>Comments:</p>
<p>3. The contractor’s on-site management and coordination of subcontractors.</p> <p>Rating: E ____, VG ____, S ____, M ____, U ____, N/A ____</p> <p>Comments:</p>
<p>4. The contractor’s quality control (CQC) system.</p> <p>Rating: E ____, VG ____, S ____, M ____, U ____, N/A ____</p> <p>Comments:</p>

<p>5. The contractor's performance on delivery of quality work.</p> <p>Rating: E ____, VG ____, S ____, M ____, U ____, N/A ____</p> <p>Comments:</p>
<p>6. The contractor's ability to meet the performance schedule.</p> <p>Rating: E ____, VG ____, S ____, M ____, U ____, N/A ____</p> <p>Comments:</p>
<p>7. What did the contractor do to improve schedule problems.</p> <p>Rating: E ____, VG ____, S ____, M ____, U ____, N/A ____</p> <p>Comments:</p>
<p>8. The contractor's ability to provide the required work at a reasonable total price.</p> <p>Rating: E ____, VG ____, S ____, M ____, U ____, N/A ____</p> <p>Comments:</p>
<p>9. The contractor's compliance with labor standards.</p> <p>Rating: E ____, VG ____, S ____, M ____, U ____, N/A ____</p> <p>Comments:</p>
<p>10. The contractor's compliance with safety standards and/or number of incidents.</p> <p>Rating: E ____, VG ____, S ____, M ____, U ____, N/A ____</p> <p>Comments:</p>

11. Did the contractor receive any of the following: Cure Notices; Show Cause; Letters of Reprimand; Suspension of Payments; or Termination? If Yes, please explain.

12. Would you award another contract to this contractor? In no, please explain.

13. Customer satisfaction with end product.

14. Was the contractor been provided with an opportunity to discuss any negative performance ratings? If so, what were the results?

15. OVERALL RATING:

Rating: E \_\_\_\_, VG \_\_\_\_, S \_\_\_\_, M \_\_\_\_, U \_\_\_\_, N/A \_\_\_\_ Comments:

Additional Comments:

**Attachment C**

**CONTRACTOR'S MANAGEMENT AND CONTROL OF PROJECTS**

Contractor's Name (Who performed work?) \_\_\_\_\_

Company name \_\_\_\_\_

Name of Project/Location \_\_\_\_\_

\_\_\_\_\_

Detailed Scope of Project \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Detailed explanation of Contractor's management/control of this project & how it will be applied to this project \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Owner of the Project: \_\_\_\_\_

\_\_\_\_\_

(Note: If Government Contract, give Contract No. and Contracting Office)

Owner's P.O.C. to include Name, Address and Phone \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Note: If Government Contract, give name of Contracting Officer)

Role (prime, joint venture, subcontractor) and work your company self-performed on this contract, and number of years in this role: \_\_\_\_\_

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Extent and type of work you subcontracted out by percentage \_\_\_\_\_

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Original Construction Contract Start Date: \_\_\_\_\_

Original Construction Contract Completion Date: \_\_\_\_\_

Construction Contract Value at Award: \_\_\_\_\_

Actual Contract Start Date: \_\_\_\_\_

Final Contract Completion Date: \_\_\_\_\_

Construction Contract Value at Completion: \_\_\_\_\_

---

Reasons for Differences in Time and Cost Growth: \_\_\_\_\_

---

---

Lost time accidents and Safety Rating: \_\_\_\_\_

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---

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Customer Satisfaction: (Attach awards, letters of appreciation or other honoraria if received)

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**Attachment D**

**PAST PERFORMANCE (QUESTIONNAIRE) FOR MANAGEMENT AND CONTROL OF PROJECTS SOLICITATION NUMBER W912DR-10-R-0007**

The contractor identified below has made an offer for the award of a contract by the U.S. Army Corps of Engineers, Baltimore District, in response to the referenced solicitation. This is a request for information about the past performance of the offeror, which the offeror has identified as being relevant to the referenced solicitation. The information provided below will be used in the evaluation of the offeror's past performance. The information, once submitted by the offeror, will be treated confidentially and will not be released. It will be used only to evaluate this offeror for the referenced solicitation. If the project described below was a U.S. Army Corps of Engineers or U.S. Navy project, please submit the SF-1420 evaluation form in lieu of this form.

Information may be typed or legibly handwritten in ink.

Please evaluate the project performance for which the contractor was solely responsible. Do not allow factors beyond the control of the contractor, which resulted in performance delays or other problems, to affect the evaluation of the contractor's performance.

Past Project Information:

Contractor:
Project Title and Location:

Evaluator:

Owner's Name: _____
Name: _____ Date: _____
Phone No: _____ Fax No. _____
Address: _____
Position held of function in relation to project: _____
Signature of Evaluator: _____

The following is a definition of the rating system used:

**Exceptional:** Performance met contractual requirements and exceeded many to the Government'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 were highly effective.

**Very Good:** Performance met contractual requirements and exceeded some to the Government'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.

**Satisfactory:** Performance met contractual requirements. The contractual performance of the element or sub-element contained some minor problems for which corrective actions taken by the contractor were satisfactory.

**Marginal:** Performance did not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflected a serious problem for which the contractor has not yet

identified correction actions. The contractor's proposed actions were only marginally effective or were not fully implemented.

**Unsatisfactory:** Performance did not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contained serious problem(s) for which the contractor's corrective actions were not effective.

Ratings: In completing this questionnaire, please circle a letter corresponding to your rating, or N/A if you are unable to provide an evaluation:

E=Exceptional, VG=Very Good, S=Satisfactory, M=Marginal, U=Unsatisfactory

Please provide clear and concise narrative explanations (both positive and negative) for your answers. This is especially important for any rating above or below satisfactory.

Please rate and provide any supporting information for the following: (Use additional sheets as needed.).

<p>1. The contractor's overall corporate management, integrity, reasonableness, and cooperative conduct.</p> <p>Rating: E __, VG __, S __, M __, U __, N/A __</p> <p>Comments:</p>
<p>2. The relationship between the contractor and the owner's teams.</p> <p>Rating: E __, VG __, S __, M __, U __, N/A __</p> <p>Comments:</p>
<p>3. The contractor's on-site management and coordination of subcontractors.</p> <p>Rating: E __, VG __, S __, M __, U __, N/A __</p> <p>Comments:</p>
<p>4. The contractor's quality control (CQC) system.</p> <p>Rating: E __, VG __, S __, M __, U __, N/A __</p> <p>Comments:</p>

<p>5. The contractor's performance on delivery of quality work.</p> <p>Rating: E ____, VG ____, S ____, M ____, U ____, N/A ____</p> <p>Comments:</p>
<p>6. The contractor's ability to meet the performance schedule.</p> <p>Rating: E ____, VG ____, S ____, M ____, U ____, N/A ____</p> <p>Comments:</p>
<p>7. What did the contractor do to improve schedule problems.</p> <p>Rating: E ____, VG ____, S ____, M ____, U ____, N/A ____</p> <p>Comments:</p>
<p>8. The contractor's ability to provide the required work at a reasonable total price.</p> <p>Rating: E ____, VG ____, S ____, M ____, U ____, N/A ____</p> <p>Comments:</p>
<p>9. The contractor's compliance with labor standards.</p> <p>Rating: E ____, VG ____, S ____, M ____, U ____, N/A ____</p> <p>Comments:</p>
<p>10. The contractor's compliance with safety standards and/or number of incidents.</p> <p>Rating: E ____, VG ____, S ____, M ____, U ____, N/A ____</p> <p>Comments:</p>

<p>11. Did the contractor receive any of the following: Cure Notices; Show Cause; Letters of Reprimand; Suspension of Payments; or Termination? If Yes, please explain.</p>
<p>12. Would you award another contract to this contractor? In no, please explain.</p>
<p>13. Customer satisfaction with end product.</p>
<p>14. Was the contractor been provided with an opportunity to discuss any negative performance ratings? If so, what were the results?</p>
<p>15. OVERALL RATING: Rating: E ____, VG ____, S ____, M ____, U ____, N/A ____ Comments:</p>
<p>Additional Comments:</p>

## CLAUSES INCORPORATED BY REFERENCE

52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
252.228-7004	Bonds Or Other Security	DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

## 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. 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;

(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.

(2) 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.

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

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

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.

(End of provision)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of provision)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.222-5 DAVIS-BACON ACT--SECONDARY SITE OF THE WORK (JUL 2005)

(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, Davis-Bacon Act, of this solicitation.

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

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

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

(End of provision)

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

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

Goals for minority participation for each trade	Goals for female participation for each trade
3.1%	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 (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

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

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

e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is PA Franklin; PA Fulton; PA Huntingdon; PA Juniata; PA Lebanon; PA Mifflin

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

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

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

(b) An organized site visit has been scheduled for—

05 November 2009 at 10:00 a.m.

(c) Participants will meet at--

1 Overcash Ave  
Building 14  
Chambersburg, PA 71201

(d) Point of Contact Info:

Barry Treece  
Barry.G.Treece@usace.army.mil  
(717) 267-8413

(End of provision)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Defense Federal Regulation (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

#### INFORMATIONAL TEXT

##### EVIDENCE OF AUTHORITY TO SIGN BIDS/PROPOSALS

Evidence of the authority of individuals signing bids/proposals to submit firm bids/proposals on behalf of the bidder/offeror is required except where the bid/offer is signed, and shows that it is so signed, by: The President, Vice-President, or Secretary of Incorporated bidders; a partner in case of partnership; the owner in the case of sole proprietorships. Failure to submit with the bid satisfactory evidence of authority of all other persons may be cause for rejection of bid as an invalid or non-responsive bid.

End of Clause

(CENAB-OC APR 1984)  
(FAR 4.102)  
(was 52.204-4008)

INQUIRIES

Prospective bidders/offerors may submit inquiries relating to the solicitation by writing The Baltimore District, Corps of Engineers, ATTN: Business Support Branch, Contracting Division, 10 South Howard Street, Baltimore, Maryland 21201-1715(giving project name, location and project number), or by calling the following numbers (COLLECT CALL WILL NOT BE ACCEPTED).

Email address: SARIKA.N.MCCOY@USACE.ARMY.MIL  
Fax Number: (410) 962-0933

When submitting your inquiry, please provide the project name, location and solicitation number. ALL INQUIRIES MUST BE IN WRITING.

For IFB solicitations, bid results will be posted on the Current Acquisition Opportunities website:  
<http://www.nab.usace.army.mil/ebs.htm>

End of Clause

DELIVERY OF BIDS/PROPOSALS

Bids/Proposals may be delivered in person to the Contracting Division, Baltimore District, Corps of Engineers, Room 7000, City Crescent Building, 10 South Howard Street, Baltimore, Maryland 21201.

End of Clause  
(CENAB-CT JUL 1993)  
(FAR 14.302)  
(was 52.214-4024)

SUBCONTRACTING PLAN EVALUATION

- (a) This provision does not apply to Small Business concerns.
- (b) In accordance with AFARS 19.705, all subcontracting plans submitted pursuant to Section L (for all but construction) or Section 00100 (for construction) provision, SUBCONTRACTING PLAN SUBMISSION (52.0219-4076), will be evaluated by the Baltimore District Small Business Office.
- (c) Failure to submit and negotiate an acceptable subcontracting plan shall make the offeror ineligible for award of a contract.
- (d) Refer to Section L (for all but construction) or Section 00100 (for construction) of this solicitation for specific goals guidance.

End of Clause  
(CENAB-CT JUL 1996)  
(AFARS 19.7)  
(was 219-4077)

SUBCONTRACTING PLAN SUBMISSION

(a) This provision does not apply to Small Business concerns.

(b) Offerors shall submit with their proposal a Small Business and Small Disadvantaged Business Subcontracting Plan which will be evaluated for compliance with FAR 19.7 and statutory requirements of Public Laws 95-507, 99-661, and 100-656. The plans shall provide comprehensive responses to the requirements of the clause entitled, "Small Business and Small Disadvantaged Business Subcontracting Plan (FAR 52.0219-0009). The plan, as a minimum, shall include a detailed discussion of the elements set forth in FAR Clause 52.0219-0009(d)(1) through (11).

(c) Additionally, the proposed subcontract plan must demonstrate clear and concise knowledge and understanding of statutory requirements and regulations as it relates to Small Business, Small Disadvantaged Businesses (SDB), Historically Black Colleges and Universities/Minority Institutions (HBCU/MI), Woman Owned Businesses (WOB), and HUBZones.

(d) The proposed plan shall address efforts to broaden SDB/HBCU/MI vendor base, outreach efforts, description of supplies and services to be subcontracted, and identification of proposed firms who will be utilized, intended value to be subcontracted and percentage goals for the basic contract and each option year, (if any), which are realistic yet which are realistic yet challenging. Past performance and goal achievement for past performance shall be addressed.

(e) Contractors should use as a guide, the sample format included in Section 00100.

(f) For the purposes of this procurement, the following goals are considered reasonable and achievable during the term of the contract:

70% a minimum of the planned subcontracting dollars to be placed with small business concerns. (The following are subsets of the small business goal):

And of that portion placed with small business concerns,

6.2 % shall be placed with small disadvantaged business concerns, to include HBCU/MI's.

7.0% to be placed with women owned small businesses;

9.8 % to be placed with HUBZones small businesses;

3% to be placed with Veteran-Owned small businesses;

.9% to be placed with Service-Disabled Veteran-Owned small businesses.

End of Clause

(CENAB-CT/ Jan 01)  
(52.0219-4076)

INFORMATION REGARDING BIDDING MATERIAL, BID GUARANTEE/BONDS

(a) **BID BONDS:** (Applicable only if bid/contract is \$25,000 or greater). Each bidder shall submit with his bid a Bid Bond (Standard Form 24) with good and sufficient surety or sureties acceptable to the Government, or

other security as provided in FAR 52.0228-0001, Bid Guarantee, in the form of twenty percent (20%) of the bid price or three million dollars (\$3,000,000), whichever is lesser. The bid bond penalty may be expressed in terms of a percentage of the bid price or may be expressed in dollars and cents.

(b) **PERFORMANCE AND PAYMENT BONDS:** (Applicable only if bid/contract is \$100,000 or greater). Within ten (10) calendar days after the prescribed forms are presented to the bidder to whom award is made for signature, a written contract shall be executed and two bonds, each with good and sufficient surety or sureties acceptable to the Government, furnished; namely a performance bond (Standard Form 25) and a payment bond (Standard Form 25A). The penal sums of such bonds will be as follows:

(1) **PERFORMANCE BOND:** The penal sum of the performance bond shall equal one hundred percent (100%) of the contract price. The performance bond shall specifically provide coverage for taxes imposed by the United States which are collected, deducted, or withheld from wages paid by the contractor in carrying out the contract with respect to which such bond is furnished.

(2) **PAYMENT BOND: The penal sum of the payment bond shall equal one hundred percent (100%) of the contract price.**

(c) **INDIVIDUAL SURETIES:** Acceptable forms of security include corporate or individual sureties. Should bidder decide to provide individual sureties, Standard Form 28, Affidavit of Individual Surety, must be used. The Contracting Officer shall determine the acceptability of individuals proposed as sureties. One individual surety is adequate support for a bond, provided the unencumbered value of the assets pledged by the individual surety equal or exceed the amount of the bond. The Contracting Officer shall consider the number and amounts of other bonds upon which a proposed individual surety is based, and the status of the contracts for which such bonds were furnished, in determining the acceptability of the individual surety. Instructions on the reverse of Standard Form 28 are important and must be followed completely.

End of Clause  
(FAR 28.102)  
(was 52.228.4007)

#### SERVICE OF PROTEST

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

(for hand delivered protests):  
U.S. Army Engineer District, Baltimore  
ATTN: District Counsel/CENAB-OC  
Room 6420, City Crescent Building  
10 South Howard Street  
Baltimore, Maryland, 21201

(For mailed protests):  
U.S. Army Engineer District, Baltimore  
ATTN: CENAB-OC  
P.O. Box 1715  
Baltimore, Maryland 21201-1715

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

End of Clause

(CENAB-CT APR 97)  
(FAR 52.233-2)  
(was 52.233-4041)

#### PREAWARD SAFETY CONFERENCE

Where an apparent low bidder, in performance of contracts during the previous three year period incurred one or more accidents, or where, in the opinion of the Contracting Officer, there is any question regarding his compliance with any safety or accident prevention requirement, such bidder, on request of the Contracting Officer prior to any award under this solicitation, shall attend a conference with representatives of the Contracting Officer to discuss any such accidents or non-compliance, the reasons for their occurrence, and measures which will be taken to preclude any recurrence thereof.

Information elicited at this conference will be used by the Contracting Officer, in conjunction with other information obtained in the pre award survey, in determining the bidder's responsibility.

The items discussed, the preventive measures considered, and any conclusions reached in this conference shall be recorded in minutes of the meeting, which shall be authenticated by the signatures of representatives of the bidder and the Contracting Officer, and any procedures noted therein as agreed upon shall become an obligation of the bidder, along with all other safety and accident prevention requirements of the contract, if award is made to him.

End of Clause

(CENAB-CT MAY 1992)  
(FAR 36.513)  
(was 52.236-4011)

#### SAFETY REQUIREMENTS

The Contractor is advised that he shall be expected to comply with the OSHA Standards as well as the most recent Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1). EM 385-1-1 with applicable addenda and the OSHA Standards are hereby incorporated by reference, as if fully set forth

End of Text  
(CENAB-CT-NOV 1996)  
(FAR 36.513)  
(was 52.236-4013)

#### MAGNITUDE OF CONSTRUCTION PROJECT

The estimated value of the proposed work is between \$1,000,000 and \$5,000,000.

End of Clause  
(CENAB-CT MAY 1992)  
(FAR 36.204)  
(was 52.236-4030)

#### HARBOR MAINTENANCE FEE

Offerors contemplating use of U.S. ports in the performance of the contract are subject to paying a harbor maintenance fee on cargo. Federal law establishes an ad valorem port use fee on commercial cargo imported into or exported from various U.S. ports. The fee is 0.125 percent (.00125). Cargo to be used in performing work under contracts with the U.S. Government is not exempt from the fee, although certain exemptions do exist. Offerors are responsible for ensuring that the applicable fee and associated costs are taken into consideration in the preparation of their offers. Failure to pay the harbor maintenance fee may result in assessment of penalties by the Customs Service.

The statute is at Title 26 U.S. Code sections 4461 and 4462. Department of Treasury Customs Service regulations implementing the statute, including a list of ports subject to the fee, are found at 19 CFR Section 24.24, Harbor Maintenance Fee. Additional information may be obtained from local U.S. Customs Service Offices or by writing to the Director, Budget Division, Office of Finance, Room 6328, U.S. Customs Service, 1301 Constitution Avenue, N.W., Washington, D.C. 20229.

End of Clause

(CENAB-CT SEP 1995)  
(EAL 88-1)  
(was 52.236-4045)

## Section 00600 - Representations &amp; Certifications

## CLAUSES INCORPORATED BY REFERENCE

52.236-28	Preparation of Proposals--Construction	OCT 1997
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2005
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)

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

The small business size standard is \$33,500,000.

(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 clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

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

Paragraph (d) applies.

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

(c)(1) The following representations or certifications in ORCA 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 \$100,000.
- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.
- (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) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vi) 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.
- (vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (viii) 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.
- (ix) 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.
- (x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xi) 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.
- (xii) 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.
- (xiii) 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.
- (xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act--Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) 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 \$67,826, the provision with its Alternate II applies.

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

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.

(xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

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

(Contracting Officer check as appropriate.)

----(i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

----- (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

----- (iii) 52.219-22, Small Disadvantaged Business Status.

----- (A) Basic.

----- (B) Alternate I.

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

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

----- (vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services-- Certification.

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

----- (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

----- (ix) 52.227-6, Royalty Information.

----- (A) Basic.

----- (B) Alternate I.

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

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

FAR Clause	Title	Date	Change
-----	-----	-----	-----

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

**INFORMATIONAL TEXT**

**STANDARD FORM LLL, DISCLOSURE OF LOBBYING ACTIVITIES LOCATION**

The Standard Form LLL “Disclosure of Lobbying Activities” and Instructions for Completion of SF LLL, Disclosure of Lobbying Activities is located behind Section 00600 (for construction) or Section J (for service and supply).

End of Clause

(CENAB-CT/APR 97)

**EFT FORM**

The Electronic Funds Transfer (EFT) form will be included in solicitations RFPs & RFQs in Section J, and IFBs in Section 00600.

The Electronic Funds Transfer (EFT) form (attached) shall be completed if the bidder/offer does not have a current contract with the U.S. Army corps of Engineers, Baltimore District. The completion and processing of this form ensures that Electronic Funds Transfer will make payment under a resultant contract.

End of Clause

CERTIFICATE OF CORPORATE AUTHORITY

(This Certificate shall be submitted as part of the bid/proposal or signed contract if the bidder/offeror is a corporation.)

CERTIFICATE

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as bidder/offeror therein, that \_\_\_\_\_, who signed this bid/proposal on behalf of the bidder/offeror, was then \_\_\_\_\_ of said corporation; that said bid/proposal was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

By: \_\_\_\_\_ (Corporate Seal)  
(Signature)

\_\_\_\_\_  
(Typed Name of Corporation)

NOTE: A CORPORATE OFFICER OTHER THAN THE OFFICER SIGNING THE BID/PROPOSAL MUST FILL OUT AND SIGN THIS FORM.

(was 52.204-4005)

DIRECT DEPOSIT AUTHORIZATION FORM – EROC (2) E1

I hereby authorized U.S. Army Corps of Engineers, hereinafter called USACE, to initiate direct deposit credit entries to my (our) account indicated below and the financial institution name below, hereinafter called DEPOSITORY, to credit the same to such account. This authority is to remain in full force and effect until USACE has received written notification from me (or either of us) of its termination in such time and in such manner as to afford USACE and DEPOSITORY a reasonable opportunity to act on it.

(1) ( ) ADD – Deposit my payment to the account shown ( ) CHANGE financial information ( ) Cancel my participation in EFT

Name of Company or Individual (EXACTLY AS SHOWN ON CONTRACT OR BILLING INVOICED—DO NOT USE COMMAS OR PERIODS.

(3) [Empty box for Name of Company or Individual]

Address (ACTUAL PHYSICAL LOCATION) Post Office Box Number (If any) (4) [Empty box for Address] (6a) [Empty boxes for Post Office Box Number]

City State 9-Digit Zip Code (5) [Empty boxes for City, State, and Zip Code]

Mailing Address, if Different than 4

(6b) [Empty box for Mailing Address]

Daytime Phone: Area Code + Number Contract Number (Optional—if more than one, please list on a separate sheet of paper & attach to form) (7) [Empty boxes for Phone and Contract Number]

PLEASE ASK YOUR FINANCIAL INSTITUTION FOR YOUR EXACT DEPOSITOR ACCOUNT NUMBER AND FINANCIAL INSTITUTION ROUTING NUMBER (Some Banks Require Dashes or Other Symbols in Their Account Numbers)

TYPE OF DEPOSITOR ACCOUNT (Mark One) [ ] (8) Checking [ ] (9) Savings DEPOSITOR ACCOUNT NUMBER (10) [Empty boxes for Account Number]

Name of Financial Institution

(11) [Empty box for Name of Financial Institution]

Address of Bank (Actual Physical Location) Post Office Box Number (12) [Empty box for Address] [Empty boxes for Post Office Box Number]

City State 9-Digit Zip Code (13) [Empty boxes for City, State, and Zip Code]

The Financial Institution Routing Number is Nine Numeric Digits Long and Contains No Dashes

BANK ROUTING NUMBER (14) [Empty boxes for Routing Number]

Depositor Account Title (15) [Empty box for Account Title]

Contractor Tax Identification Number for Businesses (16) Employee Social Security Number [Empty boxes for Tax ID and SSN]

SIGNATURE: (17) \_\_\_\_\_ DATE: (18) \_\_\_\_/\_\_\_\_/\_\_\_\_

**EFT IS HERE!!!**  
**NOTICE TO ALL VENDORS AND TRAVELERS**

Electronic Funds Transfer (EFT) will be available for all COE payments made by the USACE Finance Center (UFC) (effective 1 May 1999) to comply with Public Law 104-134.

If you are interested in payment via EFT, complete the form on the back of this notice to sign up for Direct Deposit and return to F&A, RMO. If you are unsure of routing or account numbers, consult with your financial institution to fill out the bottom portion of the form. Once EFT is established, instead of receiving checks, you will have payments directly deposited into your checking or savings account. Avoid mail delays sometimes encountered with Treasury Checks and a possible six weeks delay for replacement of lost checks by signing up for EFT.

MAIL COMPLETED FORM TO:

**USACE BALTIMORE DISTRICT**  
**ATTN: F&A (Jody Svehla)**  
**P.O. Box 1715**  
**Baltimore, MD 21203-1715**

**Mark the front of the envelope “Do not open in the Mailroom.”**

Listed below are the instructions for completing form UFC-DISB-4.

1. Vendors and/or travelers should indicate that this is a new Direct Deposit to be set up.
2. Indicate EROC Code for Baltimore (automatically done), E1.
3. Include the Name or Company as it appears on the invoice. If the contract was written to Bill and Betty Smith, the bill and Direct Deposit form should include both names not Bill Smith. (Travelers please print your name).
4. This address should be the physical address of the business. (Travelers this is normally your home address).
5. The city and state that match the physical address.
6. The mailing address should include any and all Remit to/payment addresses that are different from the physical address. (If more space is needed, include an attachment page with all addresses listed). This is VERY IMPORTANT since we load the routing and bank account numbers on each payment address.
7. Include daytime phone number in case there are questions concerning the completed form.
8. Check if the depositor account number furnished is a checking account.
9. Check if the depositor account number furnished is a savings account.
10. Include financial institution account number, one number in each slot. This number can be found on the front of the check.
11. Physical address of the financial institution.
12. City and state, include zip code.
13. City and state, including zip code.
14. The routing number for the financial institution. It is located on the face of the check. This is always a nine digit NUMBER. Enter one number in each space.
15. Depositor account title is the name registered with the bank on the bank account.
16. For businesses include the IRS tax ID number. For individuals, use the social security number.
17. Businesses should have a signature of an officer of the company. Individuals should sign. If the Direct Deposit form/contract is written in the name of Bill and Betty Smith, both individuals should sign.
18. Date of the authorization.

**Point of Contact for questions is Jo-Ann Evans, commercial phone, 410-962-4073.**



## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filling the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number, grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payments.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for the collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Approved by OMB  
0348-0046

Reporting Entity: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_

## Section 00700 - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.203-13	Contractor Code of Business Ethics and Conduct	DEC 2008
52.204-2 Alt II	Security Requirements (Aug 1996) - Alternate II	APR 1984
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data-- Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JUL 2005
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-6	Davis Bacon Act	JUL 2005
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	JUL 2005
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999

52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	SEP 2009
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.228-15	Performance and Payment Bonds--Construction	NOV 2006
52.229-3	Federal, State And Local Taxes	APR 2003
52.230-2	Cost Accounting Standards	OCT 2008
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	OCT 2008
52.230-6	Administration of Cost Accounting Standards	MAR 2008
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-17	Interest	OCT 2008
52.232-23	Assignment Of Claims	JAN 1986
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995

52.243-4	Changes	JUN 2007
52.244-6	Subcontracts for Commercial Items	AUG 2009
52.248-3	Value Engineering-Construction	SEP 2006
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (May 2004) - Alternate I	SEP 1996
52.249-10 Alt I	Default (Fixed-Price Construction) (Apr 1984) Alternate I	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7007 Alt A	Annual Representations and Certifications Alternate A	JAN 2008
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7012	Preference For Certain Domestic Commodities	DEC 2008
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7004	DOD Progress Payment Rates	OCT 2001
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (MAR 2009)

(a) The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).

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

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-11 AMERICAN RECOVERY AND REINVESTMENT ACT-REPORTING REQUIREMENTS (MAR 2009)

(a) Definitions. As used in this clause—

Contract, as defined in FAR 2.101, means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C. 6301, et seq. For discussion of various types of contracts, see FAR Part 16.

First-tier subcontract means a subcontract awarded directly by a Federal Government prime contractor whose contract is funded by the Recovery Act.

Jobs created means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

Jobs retained means an estimate of those previously existing filled positions that are retained as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

Total compensation means the cash and noncash dollar value earned by the executive during the contractor’s past fiscal year of the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) ( FAS 123R), Shared Based Payments.

(3) Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

(b) This contract requires the contractor to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.

(c) Reports from contractors for all work funded, in whole or in part, by the Recovery Act, and for which an invoice is submitted prior to June 30, 2009, are due no later than July 10, 2009. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter.

(d) The Contractor shall report the following information, using the online reporting tool available at [www.FederalReporting.gov](http://www.FederalReporting.gov).

(1) The Government contract and order number, as applicable.

(2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the government's on-line reporting tool.

(3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar quarter.

(4) Program or project title, if any.

(5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.

(6) An assessment of the contractor's progress towards the completion of the overall purpose and expected outcomes or results of the contract (i.e., not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.

(7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and only address the impact on the contractor's workforce. At a minimum, the contractor shall provide—

(i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(ii) An estimate of the number of jobs created and jobs retained by the prime contractor, in the United States and outlying areas. A job cannot be reported as both created and retained.

(8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.

(10) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is over \$25,000 and not subject to reporting under paragraph 9, the contractor shall require the subcontractor to provide the information described in (i), (ix), (x), and (xi) below to the contractor for the purposes of the quarterly report. The contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The contractor shall provide detailed information on these first-tier subcontracts as follows:

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) The applicable North American Industry Classification System (NAICS) code.

(vi) Funding agency.

(vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(viii) Subcontract number (the contract number assigned by the prime contractor).

(ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if—

(A) In the subcontractor's preceding fiscal year, the subcontractor received—

(1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(End of clause)

52.215-2 AUDIT AND RECORDS--NEGOTIATION (MAR 2009) - ALTERNATE I MAR 2009)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract. The obligations and rights specified in this paragraph shall extend to the use of, and charges for the use of, the facilities under this contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) Comptroller General or Inspector General. (1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials, shall have access to and the right to—

- (i) Examine any of the Contractor's or any subcontractor's records that pertain to and involve transactions relating to this contract or a subcontract hereunder; and
- (ii) Interview any officer or employee regarding such transactions.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures

to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) (1) Except as provided in paragraph (g)(2) of this clause, the Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract. The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(2) The authority of the Inspector General under paragraph (d)(1)(ii) of this clause does not flow down to subcontracts.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

#### 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained

before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

#### 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor-owned or -operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(i) Major group code 10 (except 1011, 1081, and 1094.

(ii) Major group code 12 (except 1241).

(iii) Major group codes 20 through 39.

(iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(5) The facility is not located in the United States or its outlying areas.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

(End of clause)

#### 52.225-21 REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS—BUY AMERICAN ACT—CONSTRUCTION MATERIALS (MAR 2009)

(a) Definitions. As used in this clause—

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

Domestic construction material means—

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

(2) A construction material manufactured in the United States.

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

Manufactured construction material means any construction material that is not unmanufactured construction material.

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

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

Unmanufactured construction material means raw material brought to the construction site for incorporation into the building or work that has not been—

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(b) Domestic preference.

(1) This clause implements—

(i) Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111-5), by requiring, unless an exception applies, that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States; and

(ii) The Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for unmanufactured domestic construction material.

(2) The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraph (b)(3) and (b)(4) of this clause.

(3) This requirement does not apply to the construction material or components listed by the Government as follows:

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NONE

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

(i) The cost of domestic construction material would be unreasonable.

(A) The cost of domestic iron, steel, or other manufactured goods used as construction material is unreasonable when the cumulative cost of such material will increase the cost of the contract by more than 25 percent;

(B) The cost of unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

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

(iii) The application of the restriction of section 1605 of the Recovery Act or the Buy American Act to a particular construction material would be inconsistent with the public interest.

(c) Request for determination of inapplicability of Section 1605 of the Recovery Act or the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

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

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(4) of this clause.

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

(iii) The cost of construction material shall include all delivery costs to the construction site and any applicable duty.

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

(2) If the Government determines after contract award that an exception to section 1605 of the Recovery Act or the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable cost of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to section 1605 of the Recovery Act or the Buy American Act applies, use of foreign construction material is noncompliant with section 1605 of the American Recovery and Reinvestment Act or the Buy American Act.

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

Foreign and Domestic Construction Materials Cost Comparison

Construction Material Description	Unit of Measure	Quantity	Cost (Dollars)*
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Item 1:

Foreign construction material \_\_\_\_\_

Domestic construction material \_\_\_\_\_

Item 2:

Foreign construction material \_\_\_\_\_

Domestic construction material \_\_\_\_\_

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

(Include other applicable supporting information.)

(\* Include all delivery costs to the construction site.)

(End of clause)

52.225-22 NOTICE OF REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS—BUY AMERICAN ACT—CONSTRUCTION MATERIALS (MAR 2009)

(a) Definitions. “Construction material,” “domestic construction material,” “foreign construction material,” “manufactured construction material,” “steel,” and “unmanufactured construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Required Use of Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials” (Federal Acquisition Regulation (FAR) clause 52.225-21).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) or the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-21 in the request. If an offeror has not requested a determination regarding the inapplicability of 1605 of the Recovery Act or the Buy American Act 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) If the Government determines that an exception based on unreasonable cost of domestic construction material applies, the Government will evaluate an offer requesting exception to the requirements of section 1605 of the Recovery Act or the Buy American Act by adding to the offered price of the contract—

(i) 25 percent of the offered price of the contract, if foreign iron, steel, or other manufactured goods are used as construction material based on unreasonable cost of comparable manufactured domestic construction material; and

(ii) 6 percent of the cost of foreign unmanufactured construction material included in the offer based on unreasonable cost of comparable domestic unmanufactured construction material.

(2) If two or more offers are equal in price, the Contracting Officer will give preference to an offer that does not include foreign construction material excepted at the request of the offeror on the basis of unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-21, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer and a separate cost comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-21 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-21 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

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

(ii) May be accepted if revised during negotiations.

(End of provision)

52.228-1 BID GUARANTEE (SEP 1996)

- (a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.
- (b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-
- (c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000, whichever is less.-
- (d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-
- (e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of clause)

52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE  
MAR 1995)—EFARS

- (a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.
- (b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region II. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.
- (c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment

leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of clause)

#### 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2008)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated

billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to use:

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) Third-party deficiency reports—

(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a “second-tier subcontractor”) a written notice in accordance with the Miller Act (40 U.S.C. 3133), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected contract line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(End of clause)

#### 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 **50** percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

#### 52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

- (1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.
- (2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.
- (3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

(End of Clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

[www.farsite.af.hill](http://www.farsite.af.hill)

[www.stic.mil/dfars](http://www.stic.mil/dfars)

[www.arnet.gov/far](http://www.arnet.gov/far)

(End of clause)

#### 252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not

relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

DWG NO.	SHEET	DATE
JOC-375	C-1 thru C-4	10 JUL 09

(End of clause)

## INFORMATIONAL TEXT

### SECURITY LANGUAGE FOR UNCLASSIFIED CONTRACTS

All Contractor employees (U.S. citizens and Non- U.S. citizens) working under this contract (*to include grants, cooperative agreements and task orders*) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to **the Security Officer, Baltimore District, Corps of Engineers, P. O. Box 1715, Baltimore, MD 21203-1715** within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC **to Security Officer, Baltimore District, Corps of Engineers, P. O. Box 1715, Baltimore, MD 21203-1715**. For those contractors that do not have a CAGE Code or Facility Security Clearance, the Security Office, Baltimore District, Corps of Engineers, will process the investigation in coordination with the Contractor and contract employees.

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

Note: Classified contracts require the issuance of a DD Form 254 (Department of Defense Contract Security Classification Specification).

(Feb 03)

### PROPOSED BETTERMENTS

- (a) The minimum requirements of the contract are identified in the Request for Proposal. All betterment's offered in the proposal become a requirement of the awarded contract.
- (b) "Betterment" is defined as any component or system which exceeds the minimum requirements stated in the Request for Proposal. This includes all proposed betterment's listed in accordance with the "Proposal Submission Requirements" of the Solicitation, and all Government identified betterment's.
- (c) "Government identified betterment's" include the betterment's identified on the "List of Accepted Project Betterment's" prepared by the Proposal Evaluation Board and made part of the contract by alteration, and all other betterment's identified in the accepted Proposal after award.

(End of Clause)

### WARRANTY OF CONSTRUCTION WORK

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (1) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.
- (b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.
- (c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--
  - (1) The Contractor's failure to conform to contract requirements; or
  - (2) Any defect of equipment, material, or workmanship.
- (d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.
- (e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- (f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

- (1) Obtain all warranties that would be given in normal commercial practice:
- (2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and-
- (3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturers, or suppliers warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

End of Clause

#### VALUE ENGINEERING AFTER AWARD

(a) In reference to Contract Clause 52.248-3, "Value Engineering - Construction", the Government may refuse to entertain a "Value Engineering Change Proposal" (VECP) for those "performance oriented" aspects of the Solicitation documents which were addressed in the Contractor's accepted contract proposal and which were evaluated in competition with other offerors for award of this contract.

(b) The Government may consider a VECP for those "prescriptive" aspects of the Solicitation documents, not addressed in the Contractor's accepted contract proposal or addressed but evaluated only for minimum conformance with the Solicitation requirements.

(c) For purposes of this clause, the term "performance oriented" refers to those aspects of the design criteria or other contract requirements which allow the Offeror or Contractor certain latitude, choice of and flexibility to propose in its accepted contract offer a choice of design, technical approach, design solution, construction approach or other approach to fulfill the contract requirements. Such requirements generally tend to be expressed in terms of functions to be performed, performance required or essential physical characteristics, without dictating a specific process or specific design solution for achieving the desired result.

(d) In contrast, for purposes of this clause, the term "prescriptive" refers to those aspects of the design criteria or other Solicitation requirements wherein the Government expressed the design solution or other requirements in terms of specific materials, approaches, systems and/or processes to be used. Prescriptive aspects typically allow the Offerors little or no freedom in the choice of design approach, materials, fabrication techniques, methods of installation or other approach to fulfill the contract requirements.

End of Clause

#### PARTNERING

In order to most effectively accomplish this contract, the Government proposes to form a partnership with the Contractor to develop a cohesive building team. It is anticipated that this partnership would involve the Corps of Engineers, the Directorate of Environmental and Master Planning, the Contractor, primary subcontractors and the designers. This partnership would strive to develop a cooperative management team drawing on the strengths of each team member in an effort to achieve a quality project within budget and on schedule. This partnership would be bilateral in membership and participation will be totally voluntary. Any cost associated with effectuating this partnership, excluding travel and lodging cost of Government personnel, will be borne by the Contractor. The partnering meetings shall be held in accordance with each individual task order.

(End of Clause)

#### PERFORMANCE OF WORK BY THE CONTRACTOR

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 20% percent of the total amount of work to be performed under the contract, not including design work. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

End of Clause

## Section 00800 - Special Contract Requirements

## CLAUSES INCORPORATED BY REFERENCE

52.242-14	Suspension of Work	APR 1984
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994

## CLAUSES INCORPORATED BY FULL TEXT

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$428.00 for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

## 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

INFORMATIONAL TEXTEND ITEMS OF SMALL BUSINESSES

Definition of End Item: An assembled whole system or equipment ready for its intended use. This definition is to assist in clarification of the clause 52.219-6, Notice of Total Small Business Set-Aside.

Clarification is also made of the provisions FAR 52.212-3 (Offeror Representations and Certifications - Commercial Items) (JAN 2005) or FAR 52.219-1 (Small Business Program Representations) (MAY 2004) when referring to the "Small Business Concern Representation." If the small business assembles the system or equipment (even though the components are from large businesses), the small business can certify that, "it will furnish all end items which are manufactured or produced by a small business concern in the United States."

End of Clause

(CENAB-CT SEP 00)

(FAR 19.5)

(was 52.219-4081)

SUBMISSION OF INVOICES

(a) Original invoices for services performed under the contract will be submitted to and payment will be made by:

USACE FINANCE CENTER  
ATTN: DISBURSING  
5722 INTEGRITY DRIVE  
MILLINGTON, TN 38054-5005

(b) One copy of all invoices shall be forwarded to the following for review and certification:

TBD

End of Clause

(CENAB-CT MAY 1992)

REQUIRED INSURANCE FOR GOVERNMENT INSTALLATION & DREDGING

Pursuant to the contract clause entitled, 52.228-5, Insurance – Work on a Government Installation or on Dredging projects (which ever applies), the contractor shall procure and maintain during the entire period of this performance under the contract the following minimum insurance:

COVERAGE FOR GOVERNMENT INSTALLATION

Type	Amount
Comprehensive General Liability Bodily injury or death	\$500,000 per occurrence
Motor Vehicle Liability (for each motor vehicle): Bodily injury or death	\$200,000 per person \$500,000 per occurrence
Property Damage:	\$ 20,000 per occurrence
Workers' Compensation and Employer's Liability:	\$100,000 per person

COVERAGE FOR DREDGING

Type	Amount
Comprehensive General Liability Bodily injury or death	\$500,000 per occurrence
Marine Liability - Excess towers' liability	\$1,000,000 per occurrence
Excess protection and indemnity insurance	\$1,000,000 per occurrence
Workers' Compensation and Employer's Liability: (Including Longshore & Harbor Workers' Compensation)	\$100,000 per person

Workers' Compensation and Employer's Liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

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

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

(CENAB-CT MAY 1992)  
(FAR 28.307-2(a))

SUMMARY FOR THE PAYMENT OFFICE

All modifications will provide sufficient information to permit the paying office to readily identify the changes for each Contract Line Item (CLIN) and SubCLIN item as follows:

(a) The amount of funds obligated by prior contract actions, to include the total cost and fee if a cost-type contract; the target fee at time of contract award if a cost-plus-incentive-fee contract; the base fee if a cost-plus-award-fee contract; or the target price and target profit if a fixed-price incentive contract;

(b) The amount of funds obligated or de-obligated by the instant modification, categorized by the types of contracts specified in paragraph (a) of this section; and

(c) The total cumulative amount of obligated or de-obligated funds, categorized by the types of contracts specified in paragraph (a) of this section.

End of Clause  
(was 52.232-4131)

EVALUATION OF CONTRACTOR PERFORMANCE

As a minimum, the contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluation may be prepared at any time during the contract performance when determined to be in the best interest of the Government.

The format for the evaluation will be DD 2626, and the contractor will be rated either, outstanding, satisfactory, or unsatisfactory in the areas of Contractor Quality Control, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, and Compliance with Safety Standards. The contractor will be advised of any unsatisfactory rating either in an individual element or in the overall rating prior to completing the evaluation, and all contractor comments will be made a part of the official record. Performance Evaluation Reports will be available to all DOD Contracting Offices for their future use in determining contractor responsibility.

End of Clause  
(CENAB-CT JUN 1996)  
(FAR 36.201)  
(was 52.236-4000)

## SAFETY ASSURANCE

**Preconstruction Safety Meeting:** Representatives of the Contractor shall meet with the Contracting Officer or his/her representative(s) prior to the start of repair, alteration or construction activities for the purpose of reviewing the Contractor's safety and health programs and discussing implementation of all safety and health provisions pertinent to the work to be performed under the contract. The Contractor shall be prepared to discuss, in detail, the measures he/she intends to take in order to control any unsafe or unhealthy conditions associated with the work to be performed under the contract. This meeting may be held in conjunction with the preconstruction conference, if so directed by the Contracting Officer. The conduct of this meeting is not contingent upon a general preconstruction meeting. The level of detail for the safety meeting is dependent upon the nature of the work and the potential inherent hazards. The Contractor's principal on-site representative(s) shall attend this meeting.

**Compliance with Regulations:** All work, including the handling of hazardous materials or the disturbance or dismantling of hazardous materials or the disturbance or dismantling of structures containing hazardous materials shall comply with the applicable requirements of 20 CFR 1926/1910. Work involving the disturbance or dismantling of asbestos or asbestos containing materials, the demolition of structures containing asbestos, and/or the disposal and removal of asbestos, shall also comply with the requirements of 40 CFR, Part 61, Subparts A and B, ETL 1110-1-118 and DA Circular 40-83-4. All work shall comply with applicable state and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent shall apply.

### Contractor Responsibility:

(a) The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the Government harmless for any action on his part or that of his employees or subcontractors, which results in illness, injury, or death. Contractors are required to report any accidents and injuries to the Contracting Officer's Representative within 24 hours of the accident. A written report (ENG 3394) shall be submitted within 72 hours of the accident to the Contracting Officer's Representative.

(b) The Contractor is subject to the safety and health standards of both the Occupational Safety and Health Act (OSHA) and the Corps of Engineers General Safety Requirements, EM 385-1-1. Implementation of OSHA provisions rests in the statutory requirement while compliance with EM 385-1-1 is a contractual matter.

(c) The Contractor should review the accident-prevention clauses of the contract, the Corps of Engineers General Safety Requirements, EM 385-1-1, latest revision, referred to therein, and the special and technical provisions applicable to safety. The Contractor should assure himself that he has full knowledge of the personal protective equipment (including respiratory equipment) that must be provided workmen, and that he is familiar with medical surveillance and recordkeeping requirements and with the safety standards applicable to machinery and mechanized equipment, ladders and scaffolds, fire prevention and protection, stripping of concrete forms, cleanup and housekeeping and other safety measures for the prevention of accidents during construction.

**Inspections, Tests, and Reports:** The required inspections, tests, and reports made by the contractor, subcontractors, specially trained technicians, equipment manufacturers, and others as required, shall be at the contractor's expense. These reports shall be furnished in accordance with the terms contained herein.

a. **MATERIALS AND EQUIPMENT:** Special facilities, devices, equipment, clothing, and similar items used by the Contractor in the execution of work shall comply with the applicable regulations.

b. **HAZARDOUS MATERIALS:** The Contractor shall bring to the attention of the Contracting Officer any material suspected of being hazardous which he encounters during execution of the work. A determination will be made by the Contracting Officer as to whether the Contractor shall perform tests to determine if the material is hazardous. If the Contracting Officer directs the contractor to perform tests, and/or if the material is found hazardous and additional protective measures are needed, a contract change may be required, subject to equitable adjustment under the terms of the contract.

End of Clause

(CENAB-CT MAY 1992)  
(FAR 36.513)  
(was 52.236-4038)

#### HEAD PROTECTION (HARD HATS)

The entire work area under this contract is designated as a hard hat area. The contractor shall post the area as per paragraph 05.D.01, EM 385-1-1, and shall insure that all contractor personnel, vendors, and visitors utilize hard hats within the project area.

End of Clause

(CENAB-CT-OCT 94)

#### YEAR 2000 COMPLIANCE

(1) The following applies to Supply, Service and Construction contracts:

(a) In accordance with FAR 39.106, the contractor shall ensure that with respect to any design, construction, goods, or services under this contract as well as any subsequent task/delivery orders issued under this contract (if applicable), all information technology contained therein shall be Year 2000 compliant. Specifically the contractor shall:

(1) Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, parts, and furnishings under this contract and each task/delivery order which may be affected by the Y2K compliance requirement.

(2) Indicate whether each component is currently Year 2000 compliant or requires an upgrade for compliance prior to government acceptance.

(2) The following applies to Architect-Engineering contracts:

(a) The Architect/Engineer (A-E) shall insure that hardware, firmware, software, and information technology systems separately or in combination with each other or other elements specified in the documents developed under this contract shall be year 2000 compliant in accordance with FAR 39.106.

End of Clause

(CENAB-CT Sep 1998)  
(FAR 39.105)  
(was 52.239-4100)

#### TESTING LABORATORIES

Testing is required to be performed by the Contractor as part of his Quality Control program to verify contract compliance. This Quality Control Testing is to be conducted by a project or commercial laboratory which has been found adequate and qualified by a Corps of Engineers Division Laboratory Inspection team.

(a) A composite listing of approved testing laboratories within the North Atlantic Division is available upon request. The Contractor should engage the services of a laboratory contained in the composite list. Contractors may obtain the list by calling (410) 962-3464.

(b) The Contractor may engage the services of a laboratory other than those contained in the aforementioned list provided:

(1) The Contractor identifies and proposes the unapproved laboratory a minimum of 90 days prior to the start of testing. This time is necessary to allow for scheduling an inspection by a Corps of Engineers Division Laboratory team. The time for Government inspection will not be the basis for an increase in the contract performance period.

(2) All costs of Government inspection shall be the responsibility of the contractor.

(3) The Contractor may request Government inspection and approval prior to award by forwarding a written request to:

Commander, U.S. Army Engineer District Baltimore  
Attn: Chief, Quality Management Section  
Construction Division  
P.O. Box 1715  
Baltimore, MD 21201-1715

End of Clause

(CENAB-CO FEB 1995)  
(FAR 46.000)  
(was 52.246-4003)

#### WAGE DETERMINATION

If a U.S. Department of Labor Wage Determination, has been included, it is titled: General Wage Decision No. PA080004, dated 23 October 2009, with all current modifications. For Construction contracts the wage rate is an attachment located at the end of Section 00800. For Supply, Service and A-E contracts the wage rate is an attachment located in Section J.

If a U.S. Department of Labor Wage Determination has not been included, it should be added by amendment prior to the date set for receipt of bids/ proposals.

In the event a Department of Labor Wage Rates has not been attached to this contract, neither the contractor nor any subcontractor under the contract shall pay any of his employees performing work under the contract (regardless of whether they are service employees) less than minimum wage specified by Section 6(a)(1) of the Fair Labor Standards Act, as amended.

End of Clause  
(was0222-4020)

End of Clause

TRAINING – FEB 2000

The Contractor shall provide operational and maintenance training for all systems furnished under this contract for the operating and maintenance personnel. The system manufacturer shall conduct the training, where feasible. All operation and maintenance manuals shall be submitted and approved prior to conducting the training and shall be used during training. The Contractor shall videotape the training session on VHS tapes and provide the tapes to the Government.

End of Clause

COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

(a) The Contractor shall be required to (1) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (2) prosecute the work diligently, and (3) design and construct the entire work within 365 calendar days after the date the Contractor receives the notice to proceed. The time stated for completion shall include final cleanup of the premises.

(b) Provisions stipulated for conducting test on heating and air conditioning systems and planting and maintenance of grass are excluded from the completion time stated above.

(End of Clause)  
(52.211-4312)

WAGE DETERMINATIONS

WAGE DETERMINATION DECISION  
OF THE SECRETARY OF LABOR

The following wage determination will be used to conform with the requirements of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) of the Contract Clauses\*:

Decision No. PA080004 dated October 23, 2009

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\* WAGE DETERMINATIONS: The provisions of the Davis-Bacon Act also apply to employees who work at off-site facilities such as batch plants, rock quarries, sand pits, and the like, which are setup exclusively to furnish material to the on-site construction site. Accordingly, contractors are required to maintain complete records on such employees. However, operations of a "commercial supplies" or "material-man" established in proximity to but not on the actual site of work prior to the opening of bids are not covered by the Act even if dedicated exclusively to the Federal project for a time. (29 CFR 5.2 (1))

General Decision Number: PA080004 10/23/2009 PA4

Superseded General Decision Number: PA20070004

State: Pennsylvania

Construction Types: Heavy and Highway

Counties: Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Cameron, Centre, Clarion, Clearfield, Clinton, Crawford, Elk, Erie, Fayette, Forest, Franklin, Fulton, Greene, Huntingdon, Indiana, Jefferson, Lawrence, McKean, Mercer, Mifflin, Potter, Somerset, Venango, Warren, Washington and Westmoreland Counties in Pennsylvania.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS (excluding sewer grouting projects and excluding sewage and water treatment plant projects)

Modification Number	Publication Date
0	02/08/2008
1	02/22/2008
2	03/07/2008
3	03/21/2008
4	04/11/2008
5	05/30/2008
6	06/20/2008
7	06/27/2008
8	07/04/2008
9	07/18/2008
10	09/19/2008
11	10/03/2008
12	10/24/2008
13	11/07/2008
14	11/28/2008
15	12/05/2008
16	12/12/2008
17	12/19/2008
18	12/26/2008
19	01/02/2009
20	02/27/2009
21	03/06/2009
22	04/03/2009
23	04/17/2009
24	04/24/2009
25	05/01/2009
26	06/05/2009
27	06/12/2009
28	06/26/2009
29	07/03/2009
30	07/10/2009
31	07/24/2009
32	08/28/2009
33	10/23/2009

BOIL0013-005 09/30/2008

CENTRE, FRANKLIN, POTTER, CLINTON, FULTON, HUNTINDON AND MIFFLIN COUNTIES

	Rates	Fringes
BOILERMAKER.....	\$ 38.81	25.26

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BOIL0154-004 06/01/2009

ALLEGHENY, ARMSTRONG, BEAVER, BEDFORD, BLAIR, BUTLER, CAMBRIA, CAMERON, CLARION, CLEARFIELD, CRAWFORD, ELK, FAYETTE, FOREST, GREENE, INDIANA, JEFFERSON, LAWRENCE, MCKEAN, MERCER, SOMERSET, VENANGO, WARREN, WASHINGTON AND WESTMORELAND COUNTIES

	Rates	Fringes
BOILERMAKER.....	\$ 36.70	20.82

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BOIL0744-003 07/01/2008

ERIE COUNTY

	Rates	Fringes
BOILERMAKER.....	\$ 35.34	18.48

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\* BRPA0009-023 06/01/2009

BEAVER COUNTY

	Rates	Fringes
BRICKLAYER.....	\$ 26.15	14.20

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\* BRPA0009-024 06/01/2009

WASHINGTON (Cross Creek, Hanover, Jefferson, Mt Pleasant, Nottingham, Peters, Robinson, Smith, Union Twps) COUNTY

	Rates	Fringes
BRICKLAYER.....	\$ 28.05	14.00

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\* BRPA0009-025 06/01/2009

BUTLER, LAWRENCE, AND MERCER COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 26.15	14.08

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\* BRPA0009-032 06/01/2009

FAYETTE (Jefferson & Washington Twps), GREENE (Except Cumberland, Dunkirk, Greene, Monongahelia Twps), INDIANA, AND WESTMORELAND (Rostraver Twp) COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 27.15	14.24

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 \* BRPA0009-033 06/01/2009

ARMSTRONG, CLARION (Brady, Madison, Perry, Tobe, Porter, Redbank Twps), FAYETTE (Except Jefferson & Washington Twps), GREENE (Cumberland, Dunkirk, Greene, Monongahelia Twps), INDIANA, AND WESTMORELAND (Except Rostrave Twp) COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 27.28	14.11

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 BRPA0009-034 05/01/2009

ERIE COUNTY

	Rates	Fringes
BRICKLAYER.....	\$ 24.87	13.99

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 CARP2235-005 01/01/2009

	Rates	Fringes
PILEDRIVERMAN		
Piledriverman (welder).....	\$ 29.15	12.10
Piledriverman.....	\$ 28.85	12.10

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 CARP2235-006 01/01/2007

	Rates	Fringes
Diver.....	\$ 40.40	10.77
Tender.....	\$ 26.93	10.77

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 CARP2274-001 01/01/2009

	Rates	Fringes
CARPENTER (ALLEGHENY, ARMSTRONG, BEAVER, BUTLER, ERIE, FAYETTE, GREENE, LAWRENCE, MERCER, WASHINGTON, AND WESTMORELAND COUNTIES)		
Carpenter (Welders).....	\$ 28.23	12.16
Carpenters.....	\$ 27.53	12.16
CARPENTER (BEDFORD, BLAIR, CAMBRIA, CAMERON, CENTRE, CLARION, CLINTON, CLEARFIELD, CRAWFORD, ELK, FOREST,		

FRANKLIN, FULTON, HUNTINGDON,  
 INDIANA, JEFFERSON, MCKEAN,  
 MIFFLIN, POTTER, SOMERSET,  
 VENANGO, AND WARREN COUNTIES)

Carpenters (Welders).....	\$ 27.99	12.16
Carpenters.....	\$ 27.28	12.16

ELEC0005-006 12/26/2008

ALLEGHENY, ARMSTRONG, BEDFORD, BLAIR, BUTLER CAMBRIA, CAMERON,  
 CENTRE (Remainder), CLARION, CLEARFIELD, ELK, FAYETTE, FULTON,  
 GREENE, HUNTINGDON, INDIANA, JEFFERSON, MCKEAN, SOMERSET,  
 VENANGO, WASHINGTON, AND WESTMORELAND COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 33.11	3%+\$15.65

ELEC0056-004 06/01/2009

ERIE, FOREST AND WARREN COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 25.90	3%+16.32

ELEC0126-005 06/01/2008

ALLEGHENY, ARMSTRONG, BEAVER, BEDFORD, BLAIR, CAMBRIA, CENTRE,  
 CLARION, CLEARFIELD, FAYETTE, FULTON, GREENE, HUNTINGDON,  
 INDIANA, JEFFERSON, SOMERSET, WASHINGTON AND WESTMORELAND

	Rates	Fringes
Line Construction:		
Groundman.....	\$ 21.22	26%+5.55
Lineman.....	\$ 37.45	26%+5.55
Truck Driver.....	\$ 23.09	26%+5.55
Winch Truck Operator.....	\$ 24.96	26%+5.55

ELEC0126-007 06/01/2008

FRANKLIN AND MIFFLIN COUNTIES

	Rates	Fringes
Line Construction:		
Groundman.....	\$ 19.63	26%+5.55
Lineman.....	\$ 34.65	26%+5.55
Truck Driver.....	\$ 21.36	26%+5.55
Winch Truck Operator.....	\$ 23.10	26%+5.55

ELEC0143-007 06/01/2009

FRANKLIN and MIFFLIN COUNTIES

	Rates	Fringes
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ELECTRICIAN.....\$ 27.20 14.69

ELEC0712-003 03/02/2009

CRAWFORD, BEAVER, LAWRENCE AND MERCER COUNTIES

Rates Fringes

ELECTRICIAN.....\$ 29.20 17.48

ELEC0812-008 06/01/2007

CLINTON COUNTY

Rates Fringes

ELECTRICIAN.....\$ 24.34 14.58

ELEC0812-009 06/01/2007

POTTER COUNTY

Rates Fringes

ELECTRICIAN.....\$ 25.35 14.61

ELEC0812-011 06/01/2007

CENTRE COUNTY (Burnside, Curtin, Liberty, Howard, Marion, Walker, Miles, Haines Townships)

Rates Fringes

ELECTRICIAN.....\$ 25.35 14.61

ELEC1319-004 08/31/2008

BUTLER, CAMERON, CLINTON, CRAWFORD, ELK, ERIE, FOREST, LAWRENCE, MCKEAN, MERCER, VENANGO, WARREN AND POTTER COUNTIES

Rates Fringes

Line Construction:

Groundman.....\$ 24.53 17.13
Heavy Equipment Operator....\$ 39.17 17.13
Lineman.....\$ 39.57 17.13
Truck Drivers.....\$ 25.72 17.13

ENGI0066-016 01/01/2009

Rates Fringes

Power equipment operators:
(ALLEGHENY, ARMSTRONG, BEAVER, BLAIR, BUTLER, CAMBRIA, CENTRE, CLARION,

CLEARFIELD, CRAWFORD, ERIE,  
 ELK, FAYETTE, GREENE,  
 INDIANA, JEFFERSON, LAWRENCE,  
 MCKEAN, MERCER, SOMERSET,  
 VENANGO, WARREN, WASHINGTON,  
 AND WESTMORELAND COUNTIES)

GROUP 1.....	\$ 26.38	14.44
GROUP 2.....	\$ 26.12	14.44
GROUP 3.....	\$ 22.47	14.44
GROUP 4.....	\$ 22.01	14.44
GROUP 5.....	\$ 21.76	14.44

Power equipment operators:  
 (BEDFORD, CAMERON, CLINTON,  
 FOREST, FRANKLIN, FULTON,  
 HUNTINGDON, MIFFLIN, AND  
 POTTER COUNTIES)

GROUP 1.....	\$ 26.09	14.44
GROUP 2.....	\$ 25.81	14.44
GROUP 3.....	\$ 22.17	14.44
GROUP 4.....	\$ 21.68	14.44
GROUP 5.....	\$ 21.47	14.44

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 - Asphalt Paving Machine (Spreader), Autograde (C.M.I. and similar); Backfiller, Compactor with Blade, Backhoe - 360 and 180 degree Swing; Cableway; Caisson Drill (similar to Hugh Williams), Central Mix Plant; Cooling Plant; Concrete Paving Mixer, Concrete Pump (self-propelled); Cranes; Cranes (boom or mast over 101ft. \$50 per each additional 50 feet inclusive of jib), Cranes (Tower Stationary- Climbing Tower Crane); Derrick; Derrick Boat; Dozer (greater than 25,000 lbs.); Dragline; Dredge; Dredge Hydraulic; Elevating Grader; Franki Pile Machine; Gradall (remote control or otherwise), Grader (power-fine grade); Hllift (4 cy. and over); Hoist 2 Drums or more (in one unit); Hydraulic Boom Truck with pivotal cab (single motor-Pitman or similar), (Boom and Mast over 101 feet will be paid an additional 50 feet inclusive of jib if used); Kocal; Mechanic, Locomotive (std. Gauge); Metro-chip Harvester or similar; Milling Machine (Roto Mill or similar); Mix Mobile; Mix Mobile (with Self Loading Attachment), Mucking Machine (tunnel); Pile Driver Machine; Pipe Extrusion Machine; Prespliter Drill (self contained); Refrigeration Plant (soil Stablization) Rough Terrain Crane (25 ton over) (Boom and Mast over 101 feet will be paid an additional 50 feet inclusive of jib if used); Rough Terrain Crane (under 25 ton), Scrapers; Shovel-Power; Slip form Paver (C.M.I. and similar); Trenching Machine (30,000 lbs. and over), Trenching Machine (under 30,000 lb.), Tunnell Machine (Mark XXI Jarva or similar), Vermeer Saw, Whirley, Mechanic, Pipe bursting machine, Slip Lining machine

GROUP 2: Asphalt plant operator; auger (tractor mtd.); auger (truck mtd.); belt loader (euclid or similar); boring machine; cable placer or layer; compactor with blade, concrete batch plant (electronically synchronized); concrete belt placer (C.M.I. and similar); concrete finishing machine and spreader, concrete mixer (over 1 cy.)

concrete pump (stationary); core drill (truck or skid mtd. - similar to penn drill), dozer (25,000 lbs or less); Ditch Witch Saw, force feedloader; fork lift (lull or similar); grader - power; grease unit opertor (head); guard rail post driver (truck mounted) guard rail post driver (skid type); hilift (under 4 cy.); skid steer loader; hydraulic boom truck (non-pivotal cab); job work boat (powered), jumbo operator; locomotive (narrow guage); minor equipment operator (accumulative four units); mucking machine; multi-head saw (groover); overhead crane; roller -power-asphalt; ross carrier; side boom or tractor mounted boom; shuttle buggy (asphalt), stone crusher (screening-washing plants); stone spreader (self propelled) truck mounted drill (davey or similar); welder and repairman; well point pump operator.

GROUP 3: Broom Finisher (C.M.I. or similar); Compactors/Rollers (static or vibratory (Self-propelled) on dirt or stone; Curb Builder; Minor Equipment Opertor (two or three units); Multi-head Tie Tamper; Pavement Breaker (self-propelled or ridden); Soil Stablizer Machine; Tire Repairman; Tractor (snaking and hauling); Well Driller and Horizontal; Winch or "A" Frame Truck (when hoisting and lowering).

GROUP 4: Ballast Regulator; Compressor; Concrete Mixer (1 cy. & under with skip); Concrete Saw (Ridden or selp-propelled); Conveyor; Elevator (Material hauling only); Fork-lift (Ridden or self-propelled); Form Line Machine; Generator; Groute Pump; Heater (Machinical); Hoist (single Drum); Ladavator, Light Plant; Mulching Machine; Personnel Boat (Powered), Pulverizer, Pumps, Seeding Machine, spray Cure Machine (powered Driven); Subgrader; Tie Puller; Tugger; Welding Machine (Gas or Diesel).

GROUP 5: Deck Hand; Farm Tractor; Fireman on Boiler; Oiler; Power Broom; Side Delivery Shoulder Spreader (attachment).

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IRON0003-001 06/01/2009

ALLEGHENY, FAYETTE, WESTMORELAND, CAMBRIA, INDIANA, ARMSTRONG, BUTLER, BEAVER, CLARION, AND WASHINGTON COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 29.43	21.25

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IRON0207-002 06/01/2009

LAWRENCE, MERCER, AND VENANGO COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 26.66	16.83

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IRON0348-002 06/01/2009

CRAWFORD, ERIE, FOREST, AND WARREN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 25.33	20.17

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IRON0404-008 07/01/2009

FRANKLIN (Remainder), HUNTINGDON (Remainder), AND MIFFLIN COUNTIES

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 27.07	21.85

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IRON0549-002 12/01/2008

GREENE COUNTY

	Rates	Fringes
IRONWORKER.....	\$ 28.75	10%+15.69

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IRON0568-004 05/01/2009

BEDFORD, FRANKLIN (Southwest 1/3), FULTON, HUNTINGDON (Western 2/3), AND SOMERSET COUNTIES

	Rates	Fringes
Ironworkers:		
Sheeter, Bucker-Up.....	\$ 26.33	12.88
Structural, Ornamental, Reinforcing, Machinery Mover, Rigger & Machinery Erector, Welder, Fence Erector.....	\$ 26.08	12.88

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IRON0772-001 06/01/2009

BLAIR, CAMERON, CENTRE, CLEARFIELD, CLINTON, ELK, JEFFERSON, MCKEAN AND POTTER COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 24.73	19.94+A

A. HOLIDAYS

The following holidays shall be observed: New Years Day, Goodfriday, Memorial Day, Fourth of July, Labor Day, Veterans Day (Observed the day after Thanksgiving), Thanksgiving Day, Christmas Day.

Any holiday which occurs on Sunday shall be observed the following Monday.  
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LABO1058-001 01/01/2009

	Rates	Fringes
LABORER (BEDFORD, CAMERON, CENTRE, CLINTON, CRAWFORD, FOREST, FRANKLIN, FULTON, HUNTINGDON, JEFFERSON, MIFFLIN, AND POTTER COUNTIES)		
GROUP 1.....	\$ 23.20	12.65
GROUP 2.....	\$ 23.36	12.65
GROUP 3.....	\$ 23.85	12.65
GROUP 4.....	\$ 24.30	12.65
GROUP 5.....	\$ 24.71	12.65
GROUP 6.....	\$ 21.55	12.65
GROUP 7.....	\$ 24.20	12.65
GROUP 8.....	\$ 25.70	12.65

Laborers: (ALLEGHENY, ARMSTRONG, BEAVER, BLAIR, BUTLER, CAMBRIA, CLARION, CLEARFIELD, ELK, ERIE, FAYETTE, GREENE, INDIANA, LAWRENCE, MCKEAN, MERCER, SOMERSET, VENANGO, WARREN, WASHINGTON, AND WESTMORELAND COUNTIES)

GROUP 1.....	\$ 23.30	12.65
GROUP 2.....	\$ 23.46	12.65
GROUP 3.....	\$ 23.85	12.65
GROUP 4.....	\$ 24.30	12.65
GROUP 5.....	\$ 24.71	12.65
GROUP 6.....	\$ 21.55	12.65
GROUP 7.....	\$ 24.30	12.65
GROUP 8.....	\$ 25.80	12.65

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt curb sealer; Asphalt tamper; Batcherman (weigh) Blaster, Boatman, Brakeman, Change house attendant, Cofferdam, Concrete curing pitman, Puddler, Drill Runner's helper (Includes Drill Mounted on Truck, Track, or similar and Davey Drill Spots, Clean up, helps to maintain), Electric Brush and or Grinder, Fence Construction (Including Fence Machine Operator) Form stripper and Mover, Gabion (Erectors and Placers) Hydro jet blaster nozzleman; Landscape laborer, Manually moved emulsion sprayer, Radio actuated traffic control operator Rip rap work, scaffolds and Runways, Sheeters and Shorers (includes lagging) structural concrete Top Surfacers, Walk Behind Street Sweeper, and Wood Chipper

GROUP 2: Air tool operator (all types); Asphalt, batch & concrete plant operator (manually operated) Burner, Caisson; men (open air); Carryable pumps; Chain saw operator including attachments, Cribbing, (concrete or steel); Curb machine operator (asphalt or concrete walk behind); Diamond head Core Driller, Drill runner's helper (tunnel) Fork Lift, (walk behind), Form Setter (Road Forms Line man) Highway Slab reinforcement placers (including

joint and Basket Setters) Hydraulic pipe pusher; Liner plates (Tile or Vitrified Clay) Mechanical compacting equipment operators, Mechanical joint sealer, Dope pot and Tar Kettle, Mortar mixer (hand or machine) Muckers, Brakemen & all other Labor, (Includes installation of utility lines) Pipe Layers /Fusion /Heating Iron (Regardless of materials) Portable Single Unit Conveyor, Post Hole Auger, (2 or 4 cycle hand operated) Power wheelbarrows and buggies, Rail porter or similar; Sand blaster;Signal Man,Vibrator operator, Crown Screed Adjuster, All RAILROAD TRACK WORK TO INCLUDE THE FOLLOWING: adzing machine, ballast Router, Bolting Machine, Power Jacks, Rail Drills, Railroad Brakeman,Rail Saws, Spike Drivers (Manually or hand held tool) Spike Pullers Tamping Machine, Thermitweld

GROUP 3: Asphalt Luteman/Raker,Blacksmith, Blaster, Brick, stone and block pavers and block cutters (wood, belgian and asphalt); Cement mortar lining car pusher; Cement mortar mixer (pipe relining); Cement mortar pipe reliners; concrete saw operator (walk behind); Curb cutters and setters; Elevated roadway drainage construction; erector of overhead signs, Form setter (road forms-lead man); Grout machine operator; Gunite or dry pack gun (nozzle and machine man); Manhole or catch basin builder (Brick block concrete or any prefabrication) Miners and drillers (including lining, supporting and form workmen, setting of shields, miscellaneous equipment and jumbos); Multi-plate pipe (aligning and securing); Placing wire mesh on gunite projects; Wagon drill operators (air track or similar); Walk behind ditching machine (trencher or similar)

GROUP 4: Reinforcing Steel Placer (Bending, aligning, and securing, Cadweld)

GROUP 5:High Burner, (Any burning not done from deck), Welder (Pipeline)

GROUP 6: Uniformed Flagperson, Watchman

GROUP 7: Toxic/Hazardous Waste Removal Laborer Levels C & D

GROUP 8: Toxic/Hazardous Waste Removal Laborer Levels A & B

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PAIN0021-019 05/01/2009

CLINTON COUNTY

	Rates	Fringes
Painters:		
Bridge.....	\$ 25.60	12.05
Brush & Roller.....	\$ 24.65	12.05
Spray.....	\$ 25.65	12.05

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PAIN0021-024 05/01/2009

FRANKLIN COUNTY

	Rates	Fringes
PAINTER		
Brush.....	\$ 22.17	8.90

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PAIN0057-014 08/01/2009

ALLEGHENY, FAYETTE, GREEN, WASHINGTON COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 29.81	12.63
Brush & Roller.....	\$ 27.24	12.63
Spray.....	\$ 27.77	12.63

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PAIN0057-015 08/01/2009

ARMSTRONG, BEAVER, BEDFORD, BLAIR, BUTLER, CAMBRIA, CENTRE,  
CLARION, CLEARFIELD, ELK, FULTON, HUNTINGTON, INDIANA,  
JEFFERSON, LAWRENCE, MERCER, MIFFLIN, SOMERSET, VENANGO AND  
WESTMORELAND COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 29.81	12.63
Brush and Roller.....	\$ 27.24	12.63
Spray.....	\$ 27.77	12.63

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PAIN0057-022 05/01/2009

	Rates	Fringes
Painters: (ERIE, McKEAN, AND WARREN (Including Columbus and Freehold twps) COUNTIES)		
Bridges, Stacks, Towers.....	\$ 22.52	11.60
Brush and Roller.....	\$ 20.52	11.60
Spray and Sandblasting.....	\$ 21.27	11.60

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PAIN0057-027 08/01/2009

CAMERON, CRAWFORD, POTTER, WARREN, (Excluding Columbus and  
Freehold twps)

	Rates	Fringes
PAINTER		
Brush and Roller.....	\$ 22.27	12.06

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PLAS0526-002 01/01/2009

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Beaver, Cameron, Clarion,		

Crawford, Elk, Forest, Lawrence, McKean, Potter, Venango and Warren Counties.....	\$ 26.72	12.97
Bedford, Blair, Cambria, Centre, Clinton, Huntingdon, Mifflin and Somerset Counties.....	\$ 26.72	12.97
All Other Counties.....	\$ 26.72	12.97

PLUM0027-001 06/01/2009

ALLEGHENY, ARMSTRONG, GREENE (Except extreme Eastern portion),  
WASHINGTON (Except extreme Eastern portion) and WESTMORELAND  
(City of Arnold and City of New Kensington Only) COUNTIES

	Rates	Fringes
Plumbers and Pipefitters (Bridge Drain Pipe).....	\$ 33.75	16.37

PLUM0047-005 05/01/2009

BEAVER, BUTLER, MCKEAN, MERCER, VENANGO, CLARION, LAWRENCE,  
FOREST, WARREN, CRAWFORD, AND ERIE COUNTIES

	Rates	Fringes
Plumbers and Pipefitters (Bridge Drain Pipe).....	\$ 34.18	16.90

PLUM0354-005 06/01/2009

BEDFORD, BLAIR, CAMBRIA, CAMERON, CLEARFIELD, ELK, FAYETTE,  
GREENE (Extreme Eastern portion), HUNTINGDON, INDIANA,  
JEFFERSON, SOMERSE, WASHINGTON (Extreme Eastern portion), AND  
WESTMORELAND COUNTIES

	Rates	Fringes
Plumbers and Pipefitters (Bridge Drain Pipe).....	\$ 28.54	18.48

TEAM0040-001 01/01/2009

	Rates	Fringes
TRUCK DRIVER (ALLEGHENY, ARMSTRONG, BEAVER, BLAIR, BUTLER, CAMBRIA, CENTRE, CLARFIELD, CRAWFORD, ERIE, FAYETTE, GREENE, INDIANA, JEFFERSON, LAWRENCE, MCKEAN, MERCER, SOMERSET, VENANGO, WARREN, WASHINGTON, AND WESTMORELAND)		

GROUP 1.....	\$ 24.23	\$11.44 A+B
GROUP 2.....	\$ 24.38	\$11.51 A+B
GROUP 3.....	\$ 24.91	\$11.75 A+B
Truck drivers: (BEDFORD, CAMERON, CLAIRON, CLINTON, ELK, FOREST, FRANKLIN, FULTON, HUNTINGDON, MIFFLIN, AND POTTER COUNTIES)		
GROUP 1.....	\$ 24.05	\$11.35 A+B
GROUP 2.....	\$ 24.23	\$11.44 A+B
GROUP 3.....	\$ 24.74	\$11.69 A+B

FOOTNOTES: A. Hazardous/toxic waste material/work level A & B receive additional \$2.50 per hour above classification rate

B. Hazardous/toxic waste materials/Work level C & D receive \$1.00 per hour above classification

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Single Axle (2 axles including steering axle); Includes partsman and warehoueman

GROUP 2 - Tandem - Tri-Axle - Semi-Tractor Trailer (combination) (3 axles or more including steering axle)

GROUP 3 - Specialty Vehicles; Heavy equipment whose capacity exceeds that for which state licenses are issued specifically refers to units in excess of eight (8) feet width (such as Euclids, Atley Wagon, Payloader, Tournawagons, and similar equipment when not self loaded); Tar and Asphalt Distributors Trucks, Heavy Duty Trailer, such as Low Boy, High Boy

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

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.  
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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
 Wage and Hour Division  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION