

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER	PAGE 1 OF	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER <b>30624PR230000008</b>	6. SOLICITATION ISSUE DATE <b>01/18/2023</b>		
7. FOR SOLICITATION INFORMATION CALL:			a. NAME <b>ANGEL POL</b>	b. TELEPHONE NUMBER (No collect calls) <b>757-483-8541</b>	8. OFFER DUE DATE/ LOCAL TIME <b>02/01/2023 1600 EST</b>	
9. ISSUED BY <b>Angel Pol USCG Base Portsmouth 4000 Coast Guard Blvd Portsmouth, VA 23703-2199</b>			CODE	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR:		
			<input checked="" type="checkbox"/> SMALL BUSINESS	<input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <b>562910</b>		
			<input type="checkbox"/> HUBZONE SMALL BUSINESS	<input type="checkbox"/> EDWOSB	SIZE STANDARD: <b>\$22 M</b>	
			<input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	<input type="checkbox"/> 8 (A)		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13b. RATING		
				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		
15. DELIVER TO <b>USCG STATION FORTESCUE, 45 CREEK AVE, MILLVILLE, NJ 08332</b>			CODE	16. ADMINISTERED BY <b>Same as block 9</b>		
17a. CONTRACTOR/OFFEROR			CODE	18a. PAYMENT WILL BE MADE BY <b>Commercial Invoices USCG Finance Center PO Box 4115 Chesapeake, VA 23327-4155 (800) 564-5504</b>		
TELEPHONE NO.						
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	Provide all labor, materials, & equipment to conduct mold remediation, repair subfloor, drywall, & HVAC as per attached scope of work, FAR Provisions, Clauses, & DOL Wage Determination.  Estimated price of project is less than \$25K.  <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>		1	JB		
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>POC for site visit/technical questions: MKC JOSHUA PEARSON (716) 870-0080 OR MK1 THOMAS DAGLE (609) 898-6995</p> <p>Email quote to angel.pol@uscg.mil</p> <p>Submit this form along with your quote &amp; one copy of your business and/or business contractor's license, &amp; copy of liability insurance certificate.</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )
		42c. DATE REC'D ( <i>YY/MM/DD</i> )

## SCOPE OF WORK

**1. GENERAL REQUIREMENTS:** The work consists of providing all labor, materials, and equipment as required to **conduct mold remediation and repair of the subfloor, drywall and HVAC including** components located at 45 Creek Avenue Millville, NJ 08332.

**2. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK:** Upon acceptance the Contractor shall commence work NLT twenty (20) days after notice to proceed and work diligently to complete the entire work ready for use by thirty five (35) working days after contract award.

### **3. SCOPE OF WORK:**

- 1. Conduct mold remediation of subfloor, drywall, and HVAC duct work.**
- 2. Dispose of all hazardous materials.**
- 3. After remediation is completed repair subfloor and drywall that was removed.**
4. Unit will install laminate flooring and baseboards.

**4. SITE VISIT:** All bidders are strongly encouraged to visit the site to verify any/all quantities before submitting bids. Interested parties shall make arrangements for a site visit with either MKC Joshua Pearson at (716) 870-0080 or MK1 Thomas Dagle at (609) 898-6995.

**5. DESIGNATED CONTRACTING OFFICER'S POINT OF CONTACT (POC):** The designated Contracting Officer's POC for this project is MKC Joshua Pearson at (716) 870-0080. Inquiries concerning any phase of the specification before or after award shall be made to MKC Joshua Pearson at (716) 870-0080 and MK1 Thomas Dagle at (609) 898-6995.

**6. CONDITIONS AFFECTING THE WORK:** The Offeror should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, the general and local conditions which can affect the cost of the work thereof. Failure to do so will not relieve bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Government will assume no responsibility for any understanding or misrepresentations concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the request for quotes, the specifications or related documents.

**7. AFTER AWARD OF THE CONTRACT:** The Contractor must immediately notify the Contracting Officer of his intended start date. The work shall be done in accordance with the specification.

7.1. The Contractor shall consider items in **BOLD** as having mandatory due dates. Items in *italics* are deliverables or events that must be reviewed and/or approved by the Contracting Officer prior to proceeding to next deliverable or event in this SOW.

Item	SOW Reference	Deliverable/ Event	Due By	Distribution
1	After Award of The Contract (7)	Post Award Conference	Within 15 days of award	Contracting Officer
2	Scope (3)	<b>Materials lead time</b>	Within 15 days of award	Contracting Officer
3	Scope (3)	<b>Work Schedule</b>	Within 15 days of award	Contracting Officer

**8. ORAL MODIFICATION:** No oral statement of any person other than the Contracting Officer shall in any manner or degree, modify or otherwise affect the terms of this contract.

**9. WORKMANSHIP:** All work shall be accomplished in accordance with International Code Council's family of codes, New Jersey's uniform construction codes and local plumbing codes. All workmen performing the tasks shall be thoroughly experienced in the required trades. The work shall be supervised by experienced personnel and shall be satisfactory to the Contracting Officer.

**10. PERMITS:** The Contractor shall without additional expense to the Government, obtain all appointments, licenses, and permits required for the prosecution of the work. The Contractor shall comply with all applicable Federal, State and local laws.

**11. CLEAN UP:** All trash and debris shall be removed from the site daily. The job site shall be left in a clean and neat manner.

**12. WORK OUTSIDE REGULAR HOURS:** If the Contractor desires to carry on work on Saturday, Sunday, holidays, or outside the unit's regular hours, must submit their request in writing to the Contracting Officer for approval consideration. The Contractor shall allow ample time to enable satisfactory arrangements to be made by the Government for inspecting the work in progress.

**13. UPON COMPLETION OF WORK:** Contact the Contracting Officer to arrange for inspection/acceptance of work.

**14. IDENTIFICATION OF CONTRACTOR PERSONNEL AND VEHICLES:** The Contractor shall provide a detailed list of all employees to the Contracting Officer within five (5) days prior to commencing work. The employee list shall contain the employee's full name, date and place of birth, current address, and last four (4) of SSN. Station Fortescue's Security Officer will be given a copy of the employee list and grant access for entry. Each Contractor provided vehicle or towed trailer shall show the Contractor's name so that it is clearly visible on the vehicle. A valid state license plate and safety inspection sticker is required. All vehicles operated on Government property shall be maintained in a good state of repair.

**15. SAFETY REQUIREMENTS:**

## 1. Responsibilities:

- a. All Contractors working on CG Station Fortescue shall abide by all federal safety regulations as published by the Occupational Health and Safety Administration, 29 CFR 1910 (series) and 29 CFR 1926 (series). Contractor written safety programs shall be reviewed by the Safety Officer prior to starting work.
- b. Written notification must be provided to the Station Fortescue's Safety Officer, MKC Joshua Pearson in their capacity as Fire Marshal of any activity that could potentially cause fire or explosion or that change or reduces the capability of fighting a fire or explosion. Some examples of qualifying activities are: A fire hydrant or fire suppression system that must be taken out of service for any reason, electrical work that affects fire alarm systems, introduction of hazardous or flammable material onto the unit, or blocking of any egress routes or emergency vehicle routes. Inclusion of this information in the contract constitutes written notification as long as the outsource review sheet is signed by Safety Officer.
- c. Copies of the following must be provided to the Safety Officer prior to starting work in affected areas: Confined Space Entry Permits, Hot Work Chits, and Dig Chits. Confined space clearance must be conducted by a certified marine chemist and permit required spaces will have a copy of the permit posted on site during work. Hot work will only be conducted with permission and a fire watch must be posted during work.
- d. Lock Out/Tag Out requires notification and coordination with facilities and will not be conducted by a Contractor on CG Station Fortescue. An Engineering Division representative is required for all Contractor Lock Out/Tag Out needs and shall be coordinated by the Safety Officer listed above.

## 2. Rights:

- a. Every employee working on CG Station Fortescue has the right to a safe and healthy work place. The Contractor has the responsibility and right to stop unsafe work. The Contracting Officer and the Safety Officer may also institute a work stoppage relating to unsafe practices or immediate danger to life and health situations.

## 16. ENVIRONMENTAL PROTECTION REQUIREMENTS:

- a. All Contractors working on CG Station Fortescue shall abide by all federal environmental regulations as published by the Environmental Protection Agency, 40 CFR (series).
- b. Written notification must be provided to the Environmental Protection Specialist of any activity that could potentially cause a permit violation at CG Station Fortescue. Some examples of qualifying activities are: any activity that could result in a spill or discharge into a waterway or introducing a hazardous material into the environment.
- c. Copies of the following must be provided to the Environmental Protection Specialist prior to starting work in affected areas: Material Safety Data Sheets, permits, and

notices of intent.

- d. Hazardous materials used by a Contractor are required to be disposed of by that Contractor. Disposal must be in accordance with federal, state, and local guidelines.**

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## CONSTRUCTION – PROVISIONS & CLAUSES

### 52.219-1 – Small Business Program Representations.

As prescribed in 19.309(a)(1), insert the following provision:

#### SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2022)

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

*Economically disadvantaged women-owned small business (EDWOSB) concern* means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

*Service-disabled veteran-owned small business concern-*

(1) Means a small business concern-

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

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

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

*Small business concern—*

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

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

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

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

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

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

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

*Women-owned small business concern* means a small business concern-

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

*Women-owned small business (WOSB) concern eligible under the WOSB Program* (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 562910 [insert NAICS code].

(2) The small business size standard is \$22.0 M [insert size standard].

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (*i.e.*, nonmanufacturer), is 500 employees if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) *Representations.*

(1) The offeror represents as part of its offer that—

(i) it  is,  is not a small business concern; or

(ii) It  is,  is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [ *The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_.* ]

(2) [ *Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.* ] The offeror represents that it  is,  is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

(4) *Women-owned small business (WOSB) joint venture eligible under the WOSB Program.* The offeror represents as part of its offer that it  is,  is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [ *The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_.* ]

(5) *Economically disadvantaged women-owned small business (EDWOSB) joint venture.* The offeror represents as part of its offer that it  is,  is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [ *The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_.* ]

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

(7) [ *Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.* ] The offeror represents as part of its offer that

(i) It  is,  is not a service-disabled veteran-owned small business concern; or

(ii) It  is,  is not a service-disabled veteran-owned joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [ *The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_.* ] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

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

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It  is,  is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [ *The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_.* ] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) *Notice.* Under 15 U.S.C.645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

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

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

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

(End of provision)

*Alternate I (Sept2015).* As prescribed in 19.309(a)(2) add the following paragraph (c)(9) to the basic provision:; add the following paragraph (c)(9) to the basic provision:

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

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

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

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

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

\_\_\_\_\_ Individual/concern, other than one of the preceding.

*Alternate II (SEP 2021).* As prescribed in 19.309(a)(3), substitute the following paragraphs (b) and (c)(1) for paragraphs (b) and (c)(1) of the basic provision:

(b)(1) The North American Industry Classification System (NAICS) codes and corresponding size standards for this acquisition are as follows; the categories or portions these NAICS codes are assigned to are specified elsewhere in the solicitation:

_____	_____
_____	_____
_____	_____

[Contracting Officer to insert NAICS codes and size standards].

(2) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (*i.e.*, nonmanufacturer), is 500 employees if the acquisition—

- (i) Is set aside for small business and has a value above the simplified acquisition threshold;
- (ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
- (iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) *Representations.* (1) The Offeror shall represent its small business size status for each one of the NAICS codes assigned to this acquisition under which it is submitting an offer.

_____	_____
_____	_____
_____	_____

[Contracting Officer to insert NAICS codes.]

**52.225-9 Buy American-Construction Materials.**

As prescribed in 25.1102(a), insert the following clause:

**BUY AMERICAN-CONSTRUCTION MATERIALS (OCT 2022)**

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

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

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

(i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) 2.101);

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

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

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

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

*Cost of components means—*

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

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

*Critical component* means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

*Critical item* means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

*Domestic construction material means—*

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

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

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

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same

class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

*Fastener* means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

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

*Foreign iron and steel* means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

*Predominantly of iron or steel or a combination of both* means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

*Steel* means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

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

(b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

\_\_\_\_\_ [Contracting Officer to list applicable excepted materials or indicate "none"]

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

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

(A) For domestic construction material that is not a critical item or does not contain critical components.

(1) The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A)(1) of this clause.

(3) The procedures in paragraph (b)(3)(i)(A)(2) of this clause will no longer apply as of January 1, 2030.

*(B) For domestic construction material that is a critical item or contains critical components.*

(1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.

(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest foreign offer of construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(B)(1) of this clause.

(3) The procedures in paragraph (b)(3)(i)(B)(2) of this clause will no longer apply as of January 1, 2030.

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

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

(c) Request for determination of inapplicability of the Buy American statute.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

Construction Material Description	Unit of Measure
-----------------------------------	-----------------

Item1:

Foreign construction material	_____
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Domestic construction material	
--------------------------------	--

Item2:

Foreign construction material	_____
-------------------------------	-------

Domestic construction material	
--------------------------------	--

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

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

[Include other applicable supporting information.]

(End of clause)

*Alternate I* (OCT 2022). As prescribed in 25.1102(a)(3) substitute the following sentence for the first sentence in paragraph (1)(ii)(A) of the definition of "domestic construction material" in paragraph (a):

(A) The cost of its components mined, produced, or manufactured in the United States exceeds \_\_ percent of the cost of all its components. [ *Contracting officer to insert the percentage.* ]

**52.225-10 – Notice of Buy American Requirement—Construction Materials.**

As prescribed in 25.1102(b)(1), insert the following provision:

**Notice of Buy American Requirement—Construction Materials (May 2014)**

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

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

(c) *Evaluation of offers.*

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

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

(d) *Alternate offers.*

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

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

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

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

(ii) May be accepted if revised during negotiations.

(End of provision)

*Alternate I (May 2014).* As prescribed in 25.1102(b)(2), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9.

The following FAR Clauses are incorporated into the terms of the contract when marked (X):

**FAR 52.211-10 Commencement, Prosecution, and Completion of Work (APR 1984)**  
*[Applicable if marked; required for Fixed Price Contracts]*

The Contractor shall be required to:

- (a) Commence work under this contract within 5 calendar days after the date the Contractor receives the notice to proceed.
- (b) Prosecute the work diligently, and
- (c) Complete the entire work ready for use not later than 30 calendar days after the date the contractor receives the notice to proceed (if industry standards allow).

The time stated for completion shall include final cleanup of the premises.

(End of Provision)

The following Provision is incorporated into the terms of the solicitation when marked (X).

**FAR 52.233-2 Service of Protest (SEP 2006)**  
*[Applicable if marked]*

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

**Senior Field Contracting Officer  
USCG Base Portsmouth (s)  
4000 Coast Guard Blvd  
Portsmouth, VA 23703-2199.**

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

(End of Provision)

**FAR 52.236-27 Site Visit (Construction) (FEB 1995)**

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

*MKC Joshua Pearson*

- (b) Site visits may be arranged during normal duty hours by contacting: POC Name and Phone Number.  
*(716) 870-0080*

Alternate I (Feb 1995). If an organized site visit will be conducted, substitute a paragraph substantially the same as the following for paragraph (b) of the basic provision:

- (b) An organized site visit has been scheduled for- \_\_\_\_\_ *[Insert date and time]*

- (c) Participants will meet at- \_\_\_\_\_ *[Insert location]*

(End of Provision)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <https://www.acquisition.gov/far/>

**A. The following FAR Provision are applicable to All Contracts.**

- 52.204-7 SYSTEMS FOR AWARD MANAGEMENT (OCT 2018)
- 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2022)
- 52.204-13 SYSTEMS FOR AWARD MAINAGEMENT MAINTENANCE (OCT 2018)
- 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)
- 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
- 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
- 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)
- 52.209-2 ROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATION- REPRESENTATION (NOV 2015)
- 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN – REPRESENTATION AND CERTIFICATION (JUN 2020)

**B. The following FAR Provision are applicable to contracts exceeding \$10,000**

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

**C. The following FAR Provision are applicable to contracts exceeding \$25,000**

- 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

**D. The following FAR Provision are applicable to contracts exceeding \$35,000**

- 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (NOV 2021)

**(End of Provision)**

**FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/far/>

**A. The following FAR Clause(s) are applicable to All Contracts.**

- 52.204-7 SYSTEMS FOR AWARD MANAGEMENT (OCT 2018)
- 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
- 52.204-13 SYSTEMS FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
- 52.204-18 COMMERCIAL and GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
- 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)
- 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2020)
- 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (OCT 2022)
- 52.222-3 CONVICT LABOR (JUN 2003)
- 52.222-6 CONSTRUCTION WAGE RATE REQUIREMENTS (AUG 2018)
- 52.222-7 WITHHOLDING OF FUNDS (MAY 2014)
- 52.222-8 PAYROLLS AND BASIC RECORDS (JUL 2021)
- 52.222-9 APPRENTICES AND TRAINEES (JUL 2005)
- 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
- 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (MAY 2014)
- 52.222-12 CONTRACT TERMINATION-DEBARMENT (MAY 2014)
- 52.222-13 COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS & RELATED REGULATIONS (MAY 2014)
- 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
- 52.222-15 CERTIFICATION OF ELIGIBILITY (MAY 2014)
- 52.222-21 PROHIBITION OF SEGRATED FACILITIES (APR 2015)
- 52.222-26 EQUAL OPPORTUNITY (SEP 2016)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021)
- 52.222-55 MINIMUM WAGE FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (JAN 2022)
- 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)
- 52.223-3 HAZADARDOUS MATERIAL IDENTIFICATION & MATERIAL SAFETY DATA (FEB 2021)
- 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)
- 52.223-12 MAINTENANCE, SERVICE, REPAIR OR DISPOSAL OF REFRIGERATION EQUIPMENT & AIR CONDITIONERS (JUN 2016)
- 52.223-15 ENERGY EFFICIENCY IN ENERGY CONSUMING PRODUCTS (MAY 2020)
- 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA DESIGNATED ITEMS IN SERVICE & CONSTRUCTION CONTRACTS (AUG 2018)
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)
- 52.226-4 NOTICE OF DISASTER OR EMERGENCY AREA SET ASIDE (NOV 2007)
- 52.226-5 RESTRICTIONS ON SUBCONTRACTING OUTSIDE DISASTER OR EMERGENCY AREA (NOV 2007)
- 52.228-1 BID GUARANTEE (SEP 1996)
- 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)
- 52.228-5 INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- 52.228-11 INDIVIDUAL SURETY PLEDGES OF ASSETS (FEB 2021)
- 52.229-1 STATE and LOCAL TAXES (APR 1984)
- 52.229-2 NORTH CAROLINA STATE AND LOCAL SALES AND USE TAX (APR 1984)
- 52.229-3 FEDERAL, STATE AND LOCAL TAXES (FEB 2013)
- 52.229-4 FEDERAL, STATE AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS) (FEB 2013)

- 52.232-5 PAYMENTS UNDER FIXED-PRICED CONSTRUCTION CONTRACTS (MAY 2014)
- 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JAN 2017)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
- 52.232-36 PAYMENT BY THIRD PARTY (MAY 2014)
- 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
- 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (NOV 2021)
- 52.233-1 DISPUTES (MAY 2014)
- 52.233-3 PROTEST AFTER AWARD (AUG 1996)
- 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2022)

**B. The following FAR Clause(s) are applicable to contracts \$10,000 and over.**

- 52.222-23 NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)
- 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (APR 2015)

**C. The following FAR Clause(s) are applicable to contracts \$15,000 and over.**

- 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

**D. The following FAR Clause(s) are applicable to contracts \$25,000 and over.**

- 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

(End of Clause)

*The following FAR Clauses are incorporated into the terms of the Contract when marked (X):*

X 52.236-2	DIFFERING SITE CONDITIONS	(APR 1984)
X 52.236-3	SITE INVESTIGATIONS AND CONDITIONS AFFECTING THE WORK	(APR 1984)
X 52.236-5	MATERIAL AND WORKMANSHIP	(APR 1984)
X 52.236-6	SUPERINTENDENCE BY THE CONTRACTOR	(APR 1984)
X 52.236-7	PERMITS AND RESPONSIBILITIES	(NOV 1991)
X 52.236-8	OTHER CONTRACTS	(APR 1984)
X 52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES & IMPROVEMENTS	(APR 1984)
X 52.236-10	OPERATIONS AND STORAGE AREAS	(APR 1984)
X 52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	(APR 1984)
X 52.236-12	CLEANING UP	(APR 1984)
X 52.236-13	ACCIDENT PREVENTION	(NOV 1991)
	ALT 1 ALTERNATE	(NOV 1991)
X 52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES	(APR 1984)
X 52.236-17	LAYOUT OF WORK	(APR 1984)
X 52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	(FEB 1997)
X 52.236-26	PRECONSTRUCTION CONFERENCE	(FEB 1995)
X 52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	(JAN 2022)
X 52.246-12	INSPECTION OF CONSTRUCTION	(AUG 1996)
X 52.246-21	WARRANTY OF CONSTRUCTION	(MAR 1994)
X 52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (SHORT FORM)	(APR 1984)
X 52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (APR 2012)	
X 52.249-10	DEFAULT (FIXED PRICE CONSTRUCTION)	(APR 1984)
X 52.253-1	COMPUTER GENERATED FORMS	(JAN 1991)

*The following HSAR Clauses are incorporated into the terms of the Contract when marked (X):*

<input checked="" type="checkbox"/> 3052.204-71	CONTRACTOR EMPLOYEE ACCESS (JUN 2006)
<input checked="" type="checkbox"/> 3052.223-70	REMOVAL OR DISPOSAL OF HAZARDOUS SUBSTANCES APPLICABLE LICENSES AND PERMITS (JUN 2006)
<input checked="" type="checkbox"/> 3052.223-90	ACCIDENT AND FIRE REPORTING (DEC 2003)
<input checked="" type="checkbox"/> 3052.228-70	INSURANCE (DEC 2003)

(End of Clause)

**INVOICE INSTRUCTIONS**

In conjunction with the subject award, proper invoices will be submitted through the Invoice Processing Platform (IPP) at <https://www.ipp.gov/>. IPP is a secure web-based electronic invoicing system provided by the U.S. Department of the Treasury's Bureau of the Fiscal Service in partnership with the Federal Reserve Bank of St. Louis (FRSTL). IPP is available at no cost to any commercial vendor or independent contractor doing business with a participating government agency.

**Actions to take:**

**If you are already enrolled in IPP:**

If your company is already registered to use IPP, you will not be required to re-register and you do not need to contact IPP.

**If you are NOT already enrolled in IPP:**

The point of contact you provided in your SAM.gov registration will receive two emails from [ipp.noreply@mail.eroctwai.gov](mailto:ipp.noreply@mail.eroctwai.gov). Please note that emails from this email address may filter into your spam or junk folder:

1. The first email will have the IPP Logon ID and a link to the IPP application.
2. A second email, which will be sent within 24 hours of the first email, contains a temporary password.

Once your contact receives these emails, please ensure they log into IPP and complete the registration process.

Once registered to use IPP, your company may submit invoices electronically, receive e-mail notifications when requests are paid, view payment history, and access remittance downloads. The e-mail notification of payment is sent when a payment is distributed to your bank account and may include the following payment information: Date of payment, dollar amount, invoice number, paying agency, payee name, and ACH trace number.

Vendor training materials, including a first time login tutorial, are available on the <https://www.ipp.gov/> website. Once you have logged in to the IPP application, you will have access to user guides that provide step-by-step instructions for all IPP capabilities, ranging from creating and submitting an invoice to setting up email notifications. Live webinars are held monthly and provide a great opportunity to learn the basic of the system and to call in and ask the IPP team questions about the IPP application.

IPP Customer Support is available to assist users of the system and can answer your questions related to accessing IPP or completing the registration process.

- Toll-free number: 866-973-3131
- Email address: [IPPCustomerSupport@fiscal.treasury.gov](mailto:IPPCustomerSupport@fiscal.treasury.gov)
- Hours of operation: Monday through Friday (excluding bank holidays) from 8:00 am - 6:00 pm ET

# EMPLOYEE RIGHTS

## UNDER THE DAVIS-BACON ACT

### FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

#### PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

#### OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

#### ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

#### APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

#### PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

Commander  
USCG Base Portsmouth (P&C)  
4000 Coast Guard Blvd  
Portsmouth, VA 23703-2199

or contact the U.S. Department of Labor's Wage and Hour Division.



WAGE AND HOUR DIVISION  
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243  
TTY: 1-877-889-5627  
[www.dol.gov/whd](http://www.dol.gov/whd)



WH1321 REV 10/17

"General Decision Number: NJ20230030 01/13/2023

Superseded General Decision Number: NJ20220030

State: New Jersey

Construction Type: Building

County: Cumberland County in New Jersey.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be

adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023

ASBE0089-004 07/01/2022

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR ((includes the application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems; also, the application of firestopping material to openings and penetrations in walls, floors, ceilings and curtain walls; also, all lead abatement)).....	\$ 51.90	36.80

PAID HOLIDAYS:

The last day prior to the Christmas and New Year's Day observed holiday: 4 hrs. pay.

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BRNJ0002-013 05/01/2021

	Rates	Fringes
Bricklayer.....	\$ 45.20	33.26

Work on high stacks: 22% per hour additional.

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BRNJ0007-012 07/04/2022

	Rates	Fringes
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Marble setter.....\$ 62.40 38.82

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BRNJ0007-013 06/06/2022

Rates Fringes

Terrazzo finisher.....\$ 42.80 28.57

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BRNJ0007-017 06/06/2022

Rates Fringes

Tile finisher.....\$ 42.80 28.57

Tile setter.....\$ 50.14 34.05

Tile finisher:

Work grouting all epoxy: \$10.00 additional per day.

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CARP0006-009 05/01/2022

Rates Fringes

CARPENTER (Scaffold Builder).....\$ 53.30 58%

The first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

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CARP0006-010 05/01/2022

Rates Fringes

CARPENTER

Including Acoustical Ceiling Installation, Drywall Hanging, Formwork, Batt and Blown Insulation...\$ 53.30 58%

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CARP0029-006 05/01/2022

Rates Fringes

Soft floor layer.....\$ 53.30 58%

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CARP0715-007 05/01/2020

Rates Fringes

Millwright.....\$ 51.58 58%+0.25

Work of erection and dismantling of elevators and towers, such as concrete conveyors and temporary material elevators, scaffolding or other structures to be used as scaffolding inside or outside of buildings: the first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

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 ELEC0351-009 01/01/2022

	Rates	Fringes
ELECTRICIAN (Teledata Technicians)		
15 Voice Data Lines or Less.\$ 39.01		29.75%+19.23
16 Voice or Data Lines or more and Fiber Optics.....\$ 50.19		77.04%+5.95

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 ELEC0351-011 10/03/2022

	Rates	Fringes
Electricians:		
Cable splicer on lead cable.\$ 46.51		72.54% + .65
Electrician and cable splicer.....\$ 51.75		77.71%+.55

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 \* ELEV0005-004 01/01/2023

	Rates	Fringes
Elevator mechanic.....\$ 66.21		37.335+a+b

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

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

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 ENGI0825-017 07/01/2021

	Rates	Fringes
Power equipment operators:		

GROUP 1.....	\$ 56.02	31.80
GROUP 2.....	\$ 54.43	31.80
GROUP 3.....	\$ 52.52	31.80
GROUP 4.....	\$ 50.89	31.80
GROUP 5.....	\$ 49.18	31.80

**Hazardous waste removal work:**

Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: 20% per hour additional.

**PAID HOLIDAYS:**

New Year's Day, Washington's Birthday observed, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided 1) that the worker works three of the preceding five work days before the holiday; or, the work day before the holiday and the work day after the holiday; and, 2) that the worker works the work day before and the work day after the holiday.

**DEFINITION OF GROUPS:**

**GROUP 1:**

Backhoe, Including Backhoe Track; Boom; Concrete Paving Machine; Crane (all types, including overhead and straddle traveling type); Drill (down-the-hole drill, rotary drill, self-propelled hydraulic drill, self-powered drill); Elevating Grader; Excavator; Front End Loader (5 cu. yd. and over); Piledriver (length of boom, including length of leads, shall determine premium rate applicable); Trencher

**GROUP 2:**

Backhoe Loader Combo; Concrete Pumper; Grader/Blade (Finish); Hoist; Hydraulic Crane, 10 Tons and under; Front End Loader (2 cu. yd. but less than 5 cu. yd.); Scraper; Side Boom

**GROUP 3:**

Asphalt Spreader; Bulldozer; Compressor(2 or 3) (in Battery) (within 100 ft.); Forklift; Front End Loader (1 cu. yd. and over but less than 2 cu. yd.); Lull; Man Lift/Outside Elevator; Mechanic; Paver, Asphalt; Roller, Blacktop; Tractor;

**GROUP 4:**

Bobcat/Skid Loader; Compressor (Single); Farm Tractor; Front End Loader (under 1 cu. yd.); Hydroseeder; Roller, Grade; Pump, Hydraulic

GROUP 5:  
Oiler

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IRON0399-006 07/01/2022

	Rates	Fringes
IRONWORKER		
Reinforcing.....	\$ 50.54	36.10
Structural and Ornamental...	\$ 51.54	36.10

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LAB0008-001 05/01/2011

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 28.37	21.62

The removal, abatement, enclosure and decontamination of personal protective equipment, chemical protective clothing and machinery relating to asbestos and/or toxic and hazardous waste or materials which shall include but not necessarily be limited to: the erection, moving, servicing and dismantling of all enclosures, scaffolding and barricades; the operation of all tools and equipment normally used in the removal or abatement of asbestos and toxic or hazardous waste or materials; the labeling, bagging, cartoning, crating, or other packaging of materials for disposal; the clean-up of the worksite; and all other work incidental to the removal, abatement, encapsulation, enclosure, and decontamination of asbestos and toxic or hazardous waste or materials; and, in addition, all work tasks involved in the maintenance and operation of energy resource recovery plants (co-generation plants)

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LAB0077-002 05/01/2022

	Rates	Fringes
LABORER		
MASON TENDER:		
Brick/Cement/Concrete.....	\$ 36.50	30.22

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LAB0077-003 05/01/2022

	Rates	Fringes
Laborers:		
Asphalt Raker, Asphalt Shoveler, Asphalt Spreader, Common or General Laborer, Landscape Laborer, Pipelayer, Power Toole Operator and Screedman.....	\$ 35.75	30.22

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PAIN0021-035 05/01/2022

	Rates	Fringes
Glazier.....	\$ 46.09	31.88

Work at 30 ft. above the working surface, or on a swing  
stage: \$1.00 per hour additional.

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PAIN0711-018 06/05/2022

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 42.16	27.06

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PAIN0711-019 05/01/2017

	Rates	Fringes
PAINTER (Brush & Roller).....	\$ 39.25	22.66
PAINTER (Spray).....	\$ 40.28	19.98

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PLAS0008-007 05/01/2021

	Rates	Fringes
Plasterer.....	\$ 38.37	31.64

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PLAS0592-036 05/01/2022

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 46.71	34.22

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PLUM0322-009 05/01/2022

	Rates	Fringes
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PIPEFITTER (Including HVAC Pipe Installation).....	\$ 47.56	50.10
PLUMBER (Excluding HVAC Pipe Installation).....	\$ 47.56	50.10

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 ROOF0030-027 05/01/2022

	Rates	Fringes
Roofer		
SHINGLES.....	\$ 31.25	21.75
SLATE AND TILE.....	\$ 34.25	21.75
ALL OTHER WORK.....	\$ 41.48	33.37

Mopper, and operator of felt-laying machine: \$.50 per hour additional.

Work applying roofing material, on any new construction job, on those days on which a felt-laying machine or slag dispensing machine is used: \$.50 per hour additional.

PAID HOLIDAY:

The last working day before Christmas, to be paid at the rate of four hours pay.

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 SFNJ0669-006 04/01/2022

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 52.19	32.15

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 SHEE0027-009 06/01/2022

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 54.58	45.01

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 TEAM0676-003 05/01/2022

	Rates	Fringes
Truck drivers:		
Dump Truck Drivers.....	\$ 40.00	30.16
Off the Road Truck.....	\$ 40.35	30.16

**Hazardous waste removal work:**

Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous materials, and when personal protective equipment is required for respiratory, skin and eye protection: \$3.00 per hour additional.

Work on a state or federally designated hazardous waste site, where personal protection A, B, C or D is NOT required: \$1.00 per hour additional.

**SHIFT WORK:**

An owner mandated irregular shift starting any time other than between 6:00 am and 8:00 am to receive \$1.00 per hour, for each hour worked, in addition to the regular rate of pay.

**PAID HOLIDAYS:**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day (or the day after Thanksgiving, at the option of the contractor), Thanksgiving Day, the afternoon of the day before Christmas (Dec. 24) provided that the worker works in the morning, and Christmas Day, provided that the worker works or is available for work on at least two days in the week in which the holiday occurs.

**BEREAVEMENT PAY:**

In case of a death in the worker's immediate family (mother, father, wife, husband, children, brother, sister, current mother-in-law, current father-in-law, grandparents), the worker shall be allowed leave not to exceed three (3) days straight-time pay, provided that he or she shall receive no pay unless the day of death and the burial day falls on a regular work day, and not on days off, holidays, vacation, Saturdays or Sundays.

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**WELDERS** - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

## Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

## Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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## WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on

- a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has 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 DECISIO"