

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W912HP-14-R-0033	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 04-Aug-2014	PAGE OF PAGES 1 OF 55
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
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7. ISSUED BY US ARMY CORPS OF ENGINEERS, CHARLESTON 69-A HAGOOD AVENUE CHARLESTON SC 29403 TEL: 843-329-8193 FAX: 843-329-2331	CODE W912HP	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE See Item 7 TEL: FAX:
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9. FOR INFORMATION CALL:	A. NAME WILLIAM WALLACE	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 843-329-8088
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SOLICITATION

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

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

Project Title: Lake Marion - Wells Crossroad to Harleyville Reach

A. The Harleyville Reach Water Transmission Main consists of the furnishing, installing and placing into successful operation approximately 34,870 LF of 16-inch diameter pipe, a master meter station, and all associated work. This contract includes all pipe, valves, appurtenances, roadway bores, horizontally directionally drilled pipe, testing, quality control, safety and all other related work. This contract will be a portion of the Lake Marion Regional Water System and will be owned, operated and maintained by Santee Cooper, South Carolina's electric and water utility.

MAGNITUDE OF Work: \$5-10 Million.

B. This acquisition will be a 100% Total Small Business Set-Aside IAW FAR 19.502-2

C. Project is contingent upon the acquiring all necessary real estate interests.

11. The Contractor shall begin performance within 0 calendar days and complete it within _____ calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. *(See Section 00800 _____.)*

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 02:00 PM (hour) local time 04 Sep 2014 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee is, is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>The Harleyville Reach Water TransmissionThe project consists of the furnishing, installing and placing into successful operation approximately 34,870 LF of 16-inch diameter pipe, a master meter station, and all associated work. This contract includes all pipe, valves, appurtenances, roadway bores, horizontally directionally drilled pipe, testing, quality control, safety and all other related work. This contract will be a portion of the Lake Marion Regional Water System and will be owned, operated and maintained by Santee Cooper, South Carolina's electric and water utility. The Contractor will be responsible for coordinating work with local utility owners, property owners, Lake Marion Water Treatment Plant personnel, the Town of Holly Hill water personnel, Town of Harleyville water personnel, Orangeburg County Personnel, and Dorchester County.</p> <p>FOB: Destination</p>				

NET AMT

Section 00100 - Bidding Schedule/Instructions to Bidders

INSTRUCTIONS TO OFFERORS

PROPOSAL SUBMISSION REQUIREMENTS

Section 00100

INSTRUCTIONS, CONDITIONS, AND NOTICE TO OFFERORS

1. PROPOSAL OVERVIEW

1.1 General. Since the proposal will describe the capability of the offeror to perform any resulting contract, it should be specific and complete in every detail. The proposal should be prepared simply and economically, providing a straight-forward, concise delineation of capabilities to satisfactorily perform the contract. The proposal should be practical, legible, clear, and coherent.

1.2 The project consists of the furnishing, installing and placing into successful operation approximately 34,870 LF of 16-inch diameter pipe, a master meter station, and all associated work. This contract includes all pipe, valves, appurtenances, roadway bores, horizontally directionally drilled pipe, testing, quality control, safety and all other related work. This contract will be a portion of the Lake Marion Regional Water System and will be owned, operated and maintained by Santee Cooper, South Carolina's electric and water utility. The Contractor will be responsible for coordinating work with local utility owners, property owners, Lake Marion Water Treatment Plant personnel, the Town of Holly Hill water personnel, Town of Harleyville water personnel, Orangeburg County Personnel, and Dorchester County personnel. The work shall be located along roadways, private easements and power line rights-of-way between the Town of Holly Hill, Orangeburg County, and the Town of Harleyville, Dorchester County (i.e., Holly Hill at intersection of Boyer Road and Gardner Blvd S-453 to Harleyville at intersection of N. Railroad Ave and Dotson St).

1.3 The purpose of this document is to establish a uniform evaluation procedure for the technical evaluation of proposals by the Source Selection Evaluation Board (SSEB) and the development of the Best Value Decision by the Source Selection Authority (SSA)/ Contracting Officer using the Low Priced Technically Acceptable Source Selection Process (See Federal Acquisition Regulation 15.101-2). In as much as the proposal shall describe the capability of the Offeror to perform any resulting contract, the proposal should be specific and complete in every detail. The proposal should be prepared simply and economically, providing a straightforward and concise description of capabilities to satisfactorily perform the contract. The proposal should be practical, legible, clear, and coherent.

1.4 Proposal Submissions and the Lowest Price Technically Acceptable Source Selection Process. This process requires offerors to submit their performance and capability information for review and consideration by the Government. Following the review, evaluation, and rating of these proposals, the Government will evaluate price proposals for offerors that have acceptable technical proposals. The technical information contained in the proposal will be reviewed and evaluated by the Government in accordance with the evaluation criteria set out in this section. Price information will not be rated but will be evaluated in accordance with FAR Part 15.

1.5 The Government intends to award a firm fixed price contract and could make award without holding discussions with offerors. Therefore, offerors are encouraged to include their best terms and conditions (both price and technical) in the initial offer. By submitting an offer in response to this solicitation, offerors are agreeing to comply with all terms and conditions contained in the solicitation.

2. PROPOSAL SUBMISSION

2.1 Introduction. To ensure timely and equitable evaluation of proposals, Offerors must follow the instructions contained herein. Offerors are required to meet all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors. The Offeror shall submit in the proposal all requested information specified in this section of the Request for Proposal (RFP) solicitation at or before the exact time specified. There will be no public opening of the proposals received as a result of this RFP. Failure to meet a requirement may result in an offer being ineligible for award. Copies of the RFP are available by INTERNET ACCESS ONLY. All RFP documents will be made available for viewing at the Federal Business Opportunities (FBO) website (<http://www.fbo.gov>). All amendments will be made available for viewing in FBO. It shall be the Offeror's responsibility to check the website for any amendments.

2.2 Inquiries. Offerors with technical inquiries shall submit their inquiries in writing via "Bidder Inquiry" in ProjNet at www.projnet.org/projnet. **The bidder inquiry key is GMXR4X-K286AE.** The government reserves the right to decline addressing certain questions. Further, no questions, unless in the government's interest, will be answered any later than ten business days prior to the stated deadline for offers. All Offerors are encouraged to register on ProjNet for alerts so as to stay abreast of Q&A's that are posted in reference to this solicitation. Only self-registered users on ProjNet can submit & review inquiries. To self-register, go to the webpage, click BID tab, select Bidder Inquiry, select agency USACE, enter the key for this solicitation listed above and your email address. After initial login, enter all the required information to create your user ID. Verify the information on the next screen and from there you may submit and view inquiries. Those submitting inquiries will receive a system generated email notification when their inquiry has been processed and answered. It is the Offeror's responsibility to monitor for inquiries and responses.

3. Who May Submit: Any legally organized Offeror qualified and eligible to receive an award under applicable laws and regulations.

3.1 Contractor Team Arrangements.

3.1.1.1. Recognition of Contractor Teams. In accordance with FAR Subpart 9.6, it is Government policy to recognize the integrity and validity of contractor team arrangements. For a teaming arrangement to be recognized for purposes of source selection evaluation and the application of non-price factors and sub-factors, there must be full disclosure of the teaming arrangement and company relationships in the team's proposal. The proposal must include a narrative that explains the major or critical aspects of the work to be performed by each team member. For joint venture teams, the proposal must also include an agreement that has been or will be executed prior to award between/among all team members. In the case of prime-sub teams, the prime contractor remains fully responsible for contract performance, regardless of any team arrangement between the prime contractor and its subcontractors. However, regardless of whether a formal team arrangement is proposed or recognized, consistent with FAR 9.104, the Government may consider the responsibility of subcontractor team members when it may adversely affect the prospective prime contractor's responsibility or when it is in the Government's interest to do so.

3.1.1.2. Joint Venture Team Agreement. The team agreement submitted with the proposal will govern the performance of the work by the joint venture. The agreement must address the following items: identification of team members, a delineation of roles and responsibilities of team members, the duration of the agreement, and the percentages of the participants including the controlling party. Agreements should not be subject to substantive revision because the agreement will be part of the evaluation process.

The timely submission of the executed teaming agreement prior to award shall be a precondition to a finding of responsibility.

3.1.1.3. Restriction on Substitution. Regardless of any provision to the contrary in a team or subcontract agreement, all members of a recognized team arrangement are bound to perform any resulting contract and options by means of the same team. There can be no substitution of team members except that, in the case of a prime-sub team arrangement, the Government may (in its sole discretion and without any obligation whatsoever), at the request of the prime, permit the substitution of a subcontractor with equivalent or greater capability for a subcontractor on the identified team. The failure of the Offeror to perform with one or more subcontractors on a recognized team may be grounds for termination for default.

4. General Proposal Submission Requirements.

a. In an effort to reduce paperwork and costs, **ALL PROPOSALS SHALL BE SUBMITTED ELECTRONICALLY**. ELECTRONIC PROPOSAL SUBMISSION IS REQUIRED THROUGH THE WEBSITE LISTED BELOW. Electronic submission sent via email or facsimile will not be accepted. Hand carried delivery or USPS/UPS/Fedex delivery of hard copies and/or CD-ROMs is not authorized.

b. Attunity RepliWeb Managed File Transfer (A-RMFT). Offerors shall submit the proposals electronically via A-RMFT, a web-based filesharing system. A-RMFT is accessible at <https://filetransfer.usace.army.mil>, but Offerors must be invited from an internal USACE user before gaining access to the site. To receive an electronic invitation, Offerors shall notify Contract Specialist William Wallace (843.329.8089 / william.wallace@usace.army.mil) via email of their intent to submit a proposal. This must be done NO LATER than seven calendar days prior to proposal due date. At a minimum, the notification shall include the Offeror's name, CAGE code, DUNS number, and point-of-contact information (email / primary phone) for the individual(s) that will receive the invitation(s). In response, an invitation will be sent for the purpose of A-RMFT account creation. Offerors may specify multiple individuals. **IMPORTANT:** The invitation will expire after seven calendar days if it is not accepted. Additionally, once the invitation is accepted, user accounts will be set to expire after 7 days. This period can be extended by an additional 7 days if the user logs into their account before it expires, or if the user is sent another invitation. Be advised that non-USACE A-RMFT users can only deliver to the USACE recipients from whom they have received a package within A-RMFT. Offerors encountering problems with this registration process should contact the Contract Specialist listed above.

c. When completing the transmittal at the A-RMFT website, you will be asked to enter e-mail addresses for the recipients. For this solicitation, the recipients will be the Contract Specialist William Wallace (843.329.8089 / william.wallace@usace.army.mil). When the upload completes, the specified recipient will be notified. Offerors shall title the A-RMFT delivery (subject line), tailoring the highlighted font as appropriate: "**COMPANY NAME** PROPOSAL: W912HP-14-R-0033". Proposals are due as specified on the solicitation document (as amended if applicable). **The time & date of proposal receipt will be the upload completion / delivery time & date recorded within A-RMFT. Do not assume that electronic communication is instantaneous.** Offerors should time their upload effort with prudence by not waiting until the last few minutes—this will allow for unexpected delays in the transmittal process. If an electronic submission is uploaded minutes before the deadline but the upload doesn't complete until after the

deadline, the submission will be considered late. Offerors are encouraged to keep a copy of the upload confirmation for their record.

d. The price proposal volume and the non-price volumes shall be submitted separately. They may be delivered together, but they **MUST** be submitted as *separate* single files. **Offerors shall title the file(s) in the following format, tailoring the highlighted font as appropriate:**

- (i) Price: “W912HP-14-R-0033_ **COMPANY NAME**_ VOLUME I PRICE”.
- (ii) NON-Price: “W912HP-14-R-0033_ **COMPANY NAME**_ VOLUME II NON-PRICE”.

e. Electronic files shall be in their native format (i.e. doc, xls, ppt, etc.), or if in pdf format, **shall be in searchable text**. If the electronic files are of a size at which they must be compressed (zipped), they shall be compressed into one zipped folder using WinZip version 6.2 or later. Self extracting exe files will not be accepted.

f. Offerors shall prepare proposals in the English language. The proposal shall be typed and neatly organized. All pages shall be numbered. Type pitch shall be 10 pitch or larger.

g. Information presented should be organized so as to pertain to only the evaluation factor in the section that the information is presented. Information pertaining to more than one evaluation factor should be repeated in the each section for each factor.

h. Proposals shall be in a narrative format, organized and titled so that each section of the proposal follows the order and format of the factors set forth below in the paragraph, “VOLUME I, PRICE PROPOSAL.”

i. Any information, presented in a proposal that the Offeror wants safeguarded from disclosure to other parties must be identified and labeled in accordance with the requirements of Provision “[FAR 52.215-1](#), Instructions to Offerors—Competitive Acquisition (Jan 2004),” subparagraph (e), which is found in Section 00700 of the RFP. The Government will endeavor to honor the restrictions against release requested by Offerors, to the extent permitted under United States law and regulations.

4.1 Submission Requirements, Volume I Price Proposal: Volume I shall include a section for each Price factor, as described below. Volume I shall be organized as follows:

TAB A – Standard Form 1442, completed and signed by an authorized person from the company or Board.

TAB B – Proposal Schedule “ Price/Cost” Submit the properly filled out Bidding Schedule (See Section 00100) and Supplemental Price Breakdown (See Appendix E)

TAB C – Section 00600 of Solicitation – Representations and Certifications (FAR Clause 52.212-3): Each Offeror shall complete (fill-in and signatures) the solicitation sections indicated below using the file (without modification to the file) provided with the solicitation. An authorized official of the firm shall sign the SF 1442 and all certifications requiring original signature.

TAB D – PROPOSAL DATA SHEET – See the format provided in (Appendix A). Ensure to include Offeror’s telephone number, FAX number, Cage Code, Tax Id#, e-mail address and

DUNS number. If a separate DUNS has been created for a joint venture (J-V) it must be submitted. A DUNS number shall also be provided for each company identified in any proposed contractor-subcontractor associations of firms. Mentor-protégé are cautioned that only protégé past performance can be evaluated.

TAB E – Bid Bond: See Clause 52.228-1 (The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000, whichever is less.)

TAB F – Financial Information (e.g. past three years financial statements, annual reports, Dun & Bradstreet Ratings, and or number, banks name and POC, etc.)

4.2 Volume II, Non-Price Proposal: Volume II shall include the following:

TAB G – FACTOR 1: OFFEROR PAST PERFORMANCE INFORMATION

- Past Performance Information Sheet (See Appendix B)
- NAVFAC/USACE Past Performance Questionnaire(PPQ) (See Appendix C)

TAB H – FACTOR 2: CORPORATE RELEVANT SPECIALIZED EXPERIENCE

- Corporate Relevant Specialized Experience Sheets (See Appendix D)
- Resumes for key personnel

4.3 TAB G – FACTOR 1: OFFEROR PAST PERFORMANCE INFORMATION.

4.3.1 Offerors shall submit a **minimum of three (3), but no more than (5) contracts** (3 to 5 from the prime and 3 to 5 from the major subcontractor) complete or substantially completed means (fully designed and at least 60% construction progress completed) during the past five (5) years, which are relevant to the efforts required by this solicitation. Relevant past performance is any construction contract of similar size, scope and complexity to the requirements of the solicitation with a value greater than \$3 million. Projects less than \$3 million will not be considered. The description of each project shall indicate the offeror's role in the execution of that project. Each project description shall include information regarding the methods of performance, timelines for performance, the complexity of the work, and the dollar value of the contract or subcontract. Offerors shall provide a specific narrative explanation of each contract describing the objectives achieved and detailing how the effort is relevant to the requirements of this solicitation. For any contracts that did not/do not meet original schedule or technical performance requirements, provide a brief explanation of the reason(s) for the shortcomings and any corrective action(s) taken to avoid recurrence. The offerors shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. **The offerors shall indicate if any of the contracts listed were terminated and the type and reasons for the termination. See the format provided in (Appendix B).** The offeror must provide the information requested below for past performance evaluation or affirmatively state that it possesses no relevant, directly related, or similar past performance. Projects should demonstrate work similar to that described in the RFP. Below is a list of project information that needs to be identified for the projects submitted.

- Project name, location and description
- Type of facility
- Nature of firm's responsibility (design, construction or both)
- Project owner's name and address and project manager's (point of contact) name, telephone number, fax, and email address (if known)
- Original scheduled completion date

- Actual completion date
- Overall size of project (in square feet or square meters)
- Construction cost
- Duration of construction
- Problems encountered and corrective actions taken
- Copies of recent performance evaluations for similar projects
- Performance rating of that project
- Letters of Appreciation or Awards

4.3.2 **Past Performance Questionnaire (PPQ).** The Past Performance Questionnaire (Appendix C) included in the solicitation is provided for the offeror or its team members to submit to the client for each project the offeror includes in its proposal for Factor 1. Ensure correct phone numbers and email addresses are provided for the client point of contact. Completed Past Performance Questionnaires should be submitted with your proposal. If the offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ, which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, via email at william.wallace@usace.army.mil, 10 days prior to proposal closing date. **Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs.** However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation. Also include performance recognition documents received within the last 3 years such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition.

4.3.3. In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS), including including Construction Contractor Appraisal Support System (CCASS), using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the offeror. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.

4.3.4. If the offeror is employing a recognized team arrangement, then Past Performance Information must be completed for each team member submitting one or more projects (performed individually or as part of the same team) for the purpose of meeting the Specialized Corporate Experience criteria. For reference and evaluation purposes the Offeror shall identify who will perform the major or critical aspects of the project.

4.3.5. The Government reserves the right to evaluate the past performance of any subcontractor identified in the offeror's proposal as part of its assessment of the acceptability of that offeror's proposal.

4.3.5. Regardless of the rating or evaluation terminology used in any past performance information, the Government will make an independent determination of the acceptability or non-acceptability of an offeror's past performance based on the totality of information considered.

4.4 TAB H – **FACTOR 2 CORPORATE RELEVANT SPECIALIZED EXPERIENCE:**

4.4.1 Offerors shall submit a **minimum of three (3), but no more than five (5) contracts** (3 to 5 from the prime and 3 to 5 from the major subcontractor) Offerors shall submit the same project submitted in factor 1 complete or substantially completed means (fully designed and at least 60% construction progress completed) during the past five (5) years, which are relevant to the requirements of this solicitation. Relevant experience is defined as any experience with construction projects of similar size, scope and complexity of this project with a value greater than \$3 million. The description of each project shall indicate the offeror's role in the execution of that project. Each project description shall include information regarding the methods of performance, timelines for performance, the complexity of the work, and the dollar value of the contract or subcontract. See the format provided in Appendix D. Offerors are encouraged to identify problems or unique issues encountered on these contracts or subcontracts and discuss both the corrective actions taken and the results achieved by the offeror. Examples provided are limited to contracts completed no later than five (5) years prior to the solicitation issued date.

(1) **Contract Descriptions.** The Offeror **shall include** the following information on all contracts listed for corporate relevant specialized experience in the following format:

- (a) Contractor/Subcontractor place of performance, CAGE Code and DUNS number. If the work was performed as a subcontractor, also provide the name of the prime contractor and Point of Contact (POC) within the prime contractor organization (name, a current address, e-mail address, and telephone and fax numbers).
- (b) Government contracting activity, and current address, Procuring Contracting Officer's name, e-mail address, telephone and fax numbers.
- (c) Government's technical representative/COR, and current e-mail address, telephone and fax numbers.
- (d) Government contract administration activity and the Administrative Contracting Officer's name, and current e-mail address, telephone and fax numbers.
- (e) Government contract administration activity's Pre-Award Monitor's name, and current e-mail address, telephone and fax numbers.
- (f) Contract Number and, in the case of Indefinite Delivery type contracts, GSA contracts, and Blanket Purchase Agreements, include Delivery Order Numbers also.
- (g) Contract Type (specific type such as Fixed Price (FP), Cost Reimbursement (CR), Time & Materials (T&M), etc.) In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity, and Indefinite Quantity) and secondary contract type (FP, CR, T&M, etc)).
- (h) Awarded price/cost.
- (i) Final or projected final price/cost.
- (j) Original delivery schedule, including dates of start and completion of work.
- (k) Final, or projected final, delivery schedule, including dates of start and completion of work.
- (l) Award or recognition –
- (m) Final performance rating

4.4.2 **Personnel Experience.** The offeror shall identify qualifications/experience of key personnel by submission of a one page resume for each key position and the level of direct responsibility for the day to day operation and activities related to this project. Key personnel should include Project Manager, Site

Superintendent, Quality Control Manager, and Safety Manager. Each key personnel shall have **at least 3 years of experience** in performing work relevant to this procurement. Resume should also reflect individual training relative to the individual's function. Resumes shall not include personal information such as individual's social, civic or fraternal activities. Data should indicate whether each individual has had a significant part in any of the project examples cited.

5. EVALUATION FACTORS

5.1. FACTOR 1: OFFEROR PAST PERFORMANCE. The Government will evaluate and review the completed Appendix B. – Past Performance Information Sheet. The Past Performance data provided by the Offeror and its customers, as well as other data relating to the three projects listed will be evaluated. If there are negative ratings (marginal or unsatisfactory) in a Government database that is less than three years old, the proposal will be rated unacceptable. If there are letters of concern that have not been materially refuted, unresolved show cause or cure letters, terminations for default, or other documentary evidence within the last three years that the Offeror cannot justify, the proposal will be rated unacceptable. Finally, if the customer for any of the projects presented in the Experience volume would rate the Offeror marginal, unsatisfactory, unacceptable in any area of the questionnaire, or if the project experienced a delay greater than 50% without justification, the proposal would receive an overall rating of unacceptable for this factor.

5.1.1 Contractor Team Arrangements Evaluation. In accordance with FAR Part 9, the Government will recognize the integrity and validity of contractor team arrangements; provided, the arrangements are identified and company relationships are fully disclosed in the offer. Past Performance evaluation will not take into account the past performance information regarding predecessor companies; or subcontractors that will perform major or critical aspects of the requirement, unless identified in Contractor Team Arrangements. The submission must contain a narrative that clearly explains the relevance of the submitted information concerning a company that is part of a Contract Team Arrangement. The Government will consider the adequacy of this explanation in deciding the relevance and weight of the information to this procurement.

5.1.2 The Government treats an Offeror's lack of past performance as having no positive or negative evaluation significance. Past performance, which is considered by the Government to be similar in size and scope to this project, as defined in paragraph 4.1 of this section, may be considered by the Board to be more advantageous. The Government will evaluate past performance based on the elements listed below:

5.2. FACTOR 2: CORPORATE RELEVANT SPECIALIZED EXPERIENCE. The Government will review the example projects provided by the Offeror to evaluate and rate the recent experience of the Offeror in similar projects. Similar means Construction projects similar in size, scope and complexity of this project with a value greater than \$3 Million. Offerors are encouraged to provide descriptive analysis of why they feel their example projects meet the criteria for corporate relevant specialized experience. If the Offeror cannot provide suitable relevant experience and the evaluators consider that the information provided indicates that the Offeror has no relevant experience, a determination will be made as to the risk this lack of corporate experience presents to the Government and the proposal may be rated UNACCEPTABLE.

6. PROPOSAL EVALUATIONS. The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. The

Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. This document establishes a uniform evaluation procedure for the technical evaluation phase of the solicitation based on criterion identified in the Solicitation. The Source Selection Evaluation Board (SSEB) will evaluate each proposal individually using the qualitative procedures that follows:

6.1. Each member of the SSEB will independently consider all information provided in the proposal. Once these individual analyses are completed, the SSEB will assign a consensus rating for each evaluation factor. It is the responsibility of each member of the SSEB to provide and document sufficient strengths, weaknesses, and/or deficiencies to support the assigned rating for each factor of Acceptable or Unacceptable. Comments are required for all ratings. Following the completion of the individual evaluations, a consensus evaluation will be derived. The SSEB will not consider any documents incorporated by reference, except as expressly allowed by this solicitation.

6.2 The Government may contact sources other than those provided by the Offeror for information with respect to past performance. These other sources may include CCASS (Construction Contractor Appraisal Support System), telephone interviews and Government personnel with personal knowledge of the Offeror's performance capability.

6.3 The final overall rating along with ratings on individual factors, to include all support documentation, will be provided to the Source Selection Authority. The Contracting Officer/Source Selection Authority, independently exercising prudent business judgment, will determine which Offeror, if any, will receive the contract award.

6.4 All proposals received will be subjected to an initial screening by the Contracting Officer to determine whether proposals are complete in accordance with the solicitation and whether they warrant further consideration. Proposals that fail this initial screening process may be rejected and the offeror will be notified they are no longer eligible for further consideration.

6.5 Offerors are reminded that unsupported promises to comply with contractual requirements will not be sufficient. Proposals must not merely parrot back the contractual requirements, but rather provide substantive, understandable and realistic evidence to support promised performance. Any inconsistency whether real or apparent, between promised performance and price should be explained. Unexplained inconsistencies resulting from the offeror's lack of understanding of the nature and scope of work required may be grounds for rejection of the proposal.

7. RATING METHODOLOGY

7.1 Proposals will be evaluated in each Evaluation Factor based on the following rating scheme:

7.2 **ACCEPTABLE (A)** The offeror has presented a satisfactory approach to the RFP requirements that meet or exceed the minimum requirements of the RFP. The narrative provided indicates that the offeror will provide the definable features of work required to meet the RFP requirements. The organizational structure can be responsive to the requirements. The offeror has shown an effective and efficient schedule with no adjustments in the RFP requirements for the successful project completion. Weaknesses, if any, are minor and need not be corrected prior to award.

7.3 **UNACCEPTABLE (U)** The offeror has presented no approach to the technical requirements that meets the minimum requirements of the RFP. The narrative provided does not indicate that the offeror will provide the definable features of work required to meet the minimum RFP requirements. Overall, the

proposed organizational structure would not be responsive to the requirements of the RFP. Without major revision, the proposal has no chance of becoming technically acceptable.

8. PROPOSAL RATING

8.1 Each member of the Government evaluation Board will consider all information provided in the proposal. Once these individual analyses are completed the Board will meet and determine a rating for each of the evaluation factors by consensus decision.

8.2 Following completion of the consensus rating, each proposal will be assigned a single overall ACCEPTABLE or UNACCEPTABLE rating. This final overall rating, along with ratings on individual factors, will be provided to the Contracting Officer/Source Selection Authority and used in making the determination of which Offerors are eligible for award.

8.3 It is the responsibility of the Source Selection Evaluation Board to provide and document sufficient strengths, weaknesses, and omissions to support the ACCEPTABLE or UNACCEPTABLE rating for each factor as well as the overall rating.

9. PRICE.

9.1 Pricing for the contract shall be completed and submitted on the Pricing Schedule shown at Section 00010 of the solicitation and Supplemental Price Breakdown (See Appendix E). Price will not be scored, but will be a factor in establishing the competitive range prior to discussions (if held) and in making the final determination for award..

9.2 The Government will perform a price analysis on all technical acceptable proposals received for the contract. Price analysis will be performed in accordance with FAR 15.404-1, to determine fairness and reasonableness as well as to assure an understanding of the work and ability to execute the contract at price proposed. The price Supplemental Price Breakdown will be analyzed to determine if the prices are unbalanced. The evaluation will determine the extent to which the price proposal is consistent with the requirements of the RFP. Historical price information, competitive price information, the Independent Government Estimate (IGE), or any other pricing tool as necessary will be utilized in making this determination. Offerors are advised that any offer wherein pricing is deemed unfair or unreasonable will be rendered ineligible for award.

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

10. BASIS FOR AWARD

10.1 The proposals received will be evaluated for technical acceptability. A technically acceptable proposal MUST be rated as acceptable for each non-price evaluation factor. Proposals must meet the criteria stated in the RFP in order to be eligible for award, to include responsiveness, technical acceptability and responsibility.

NOTE: Proposals not meeting the minimum criteria stated under the Past Performance and Corporate Relevant Specialized Experience factors may not be considered for further evaluation.

10.2 Award will be made to that Offeror whose proposal is technically acceptable and has the lowest price that is determined fair and reasonable.

10.3 The Government reserves the right to reject any and all offers.

10.4 Offerors are reminded to include their best technical and price terms in their initial offer and not to assume that they will have an opportunity to participate in discussions or be asked to submit a revised offer.

The contract resulting from this solicitation will be awarded based on the following evaluation factors:

10.5 Responsibility: Offerors must meet the standard for FAR 9.104.

PROPOSAL DATA SHEET
TAB A
(Appendix A)

NOTE TO OFFERORS

This OFFEROR PERFORMANCE CAPABILITY PROPOSAL DATA SHEET must be completed and attached as the first page of the body of your proposal. The information required by this data sheet may be completed directly on this form or attached to the form as supplemental data sheets.

1. NAME OF OFFEROR.

Name of Offeror(s):

If a joint venture or contractor-subcontractor association of firms, list the individual firms and briefly describe the nature of the association.

Firm 1:

Firm 2:

Nature of Association:

2. DUNS NUMBER FOR OFFEROR

(If more than one DUNS number is to be considered, explain affiliation to Offeror)

3. CCASS IDENTIFICATION FOR OFFEROR

4. AUTHORIZED NEGOTIATORS. FAR 52.215-11

5. CAGE CODE:

6. Tax ID#

The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this Request for Proposals (RFP). List names, titles, and telephone number of the authorized negotiator.

Name of Person Authorized to Negotiate:

Negotiator's Address:

Negotiator's Telephone:

PAST PERFORMANCE DATA SHEET

TAB G
(Appendix B)

FACTOR 1: PAST PERFORMANCE INFORMATION.

Using the following format, provide information for a minimum of three projects that are successfully completed, or substantially completed (fully designed and at least 60% construction progress completed), preferably of similar design or features (size, scope and complexity) to that specified in the RFP, that are being or have been constructed by the Offeror to be used for reference and evaluation purposes. Ideally, these should be the same projects for which have been provided under Corporate Relevant Specialized Experience.

For each project provide the following information:

Project Title:

Location:

Contract number:

Procuring activity:

Procurement point of contact and telephone number:

Construction period (month/year start to month/year end or percent complete if construction is underway):

Address of Project(s):

Address and telephone number of owner:

Indicate type of project (private sector, Government, planned unit development, etc.):

General description of project:

How this project is relevant to the requirements of this solicitation:

Total cost:

Total cost of all modifications:

LIQUIDATED DAMAGES. On an attached sheet, list any projects within the last five years that have been assessed liquidated damages. Provide an explanation.

TERMINATED PROJECTS. On an attached sheet, list any projects within the last five years that have been terminated. Provide an explanation.

GOVERNMENT PROJECTS. On an attached sheet, list all contracts with the Government within the last five years. Indicate Government contract number and contracting agency (with contact names and telephone numbers

PAST PERFORMANCE DATA SHEET
TAB G
(Appendix C)

SAMPLE TRANSMITTAL LETTER AND PAST PERFORMANCE EVALUATION
QUESTIONNAIRE

Date: _____

To: _____

We have listed your firm as a reference for work we have performed for you as listed below. Our firm has submitted a proposal under a project advertised by the U.S. Army Corps of Engineers, Charleston District: HARLEYVILLE REACH WATER TRANSMISSION MAIN, ORANGEBURG AND DORCHESTER COUNTIES, SOUTH CAROLINA.; In accordance with Federal Acquisition Regulations (FAR), an evaluation of our firm's past performance will be completed by the Corps of Engineers. Your candid response to the attached questionnaire will assist the evaluation Board in this process.

We understand that you have a busy schedule and your participation in this evaluation is greatly appreciated. Please complete the enclosed questionnaire as thoroughly as possible. Space is provided for comments. Understand that while the responses to this questionnaire may be released to the offeror, FAR 15.306 (e)(4) prohibits the release of the names of the persons providing the responses. Complete confidentiality will be maintained. Furthermore, a questionnaire has also been sent to _____ of your organization. Only one response from each office is required. If at all possible, we suggest that you individually answer this questionnaire and then coordinate your responses with that of _____, to forge a consensus on one overall response from your organization.

Please send your completed questionnaire to the following address to arrive NOT LATER THAN, 2:00PM, 26 Aug 2014 to:

U.S. Army Corps of Engineers Charleston District
Contracting Division (CESAC-CT)
ATTN: William Wallace
69A Hagood Ave
Charleston, SC 29403-5107

The questionnaires can also be e-mailed to: william.wallace@usace.army.mil. If you have questions regarding the attached questionnaire, or require assistance, please contact William Wallace at 843-329-8089. Thank you for your assistance.

USACE PAST PERFORMANCE QUESTIONNAIRE DATA SHEET
TAB G

USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)

CONTRACT INFORMATION (Contractor to complete Blocks 1-4)

1. Contractor Information

Firm Name:

CAGE Code:

Address:

DUNs Number:

Phone Number:

Email Address:

Point of Contact:

Contact Phone Number:

2. Work Performed as: Prime Contractor Sub Contractor Joint Venture Other
(Explain)

Percent of project work performed:

If subcontractor, who was the prime (Name/Phone #):

3. Contract Information

Contract Number:

Delivery/Task Order Number (if applicable):

Contract Type: Firm Fixed Price Cost Reimbursement Other (Please specify):

Contract Title:

Contract Location:

Award Date (mm/dd/yy):

Contract Completion Date (mm/dd/yy):

Actual Completion Date (mm/dd/yy):

Explain Differences:

Original Contract Price (Award Amount):

Final Contract Price (*to include all modifications, if applicable*):

Explain Differences:

4. Project Description:

Complexity of Work High Med Routine

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

CLIENT INFORMATION (Client to complete Blocks 5-8)

5. Client Information

Name:

Title:

Phone Number:

Email Address:

6. Describe the client's role in the project:**7. Date Questionnaire was completed (mm/dd/yy):****8. Client's Signature:**

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

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

RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.

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

TO BE COMPLETED BY CLIENT

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

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

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

contractor.	
-------------	--

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

CORPORATE RELEVANT SPECIALIZED EXPERIENCE DATA SHEET
TAB H
(Appendix D)

FACTOR 2: CORPORATE RELEVANT SPECIALIZED EXPERIENCE.

On an attached sheet, provide information for substantially complete or completed projects within the last five years that are similar in terms of cost, complexity, design or features that have been constructed by the Offeror to be used for reference and evaluation purposes. For each project provide the following information:

Project Title:

Location:

Contract number:

Nature of involvement in this project, i.e. General Contractor, subcontractor, designer:

Procuring activity:

Procurement point of contact and telephone number:

Construction period (month/year start to month/year end or percent complete if construction is underway):

Address of project:

Address and telephone number of owner:

Indicate type of project (private sector, Government, planned unit development, etc.):

General description of project:

How this project to relevant to the requirements of this solicitation:

Total cost:

TERMINATED PROJECTS:

Attach a list of any projects within the last three years that have been terminated. Provide an explanation, as well as a Point of Contact (Name, organization, email, phone number) for each terminated project.

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System Number	JUL 2013
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.223-4	Recovered Material Certification	MAY 2008
52.225-10	Notice of Buy American Requirement--Construction Materials	MAY 2014
52.232-13	Notice Of Progress Payments	APR 1984
52.232-38	Submission of Electronic Funds Transfer Information with Offer	JUL 2013
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009

CLAUSES INCORPORATED BY FULL TEXT

52.204-4005 Online Representations and Certifications Application (ORCA).

Beginning January 1, 2005, the Federal Acquisition Regulation (FAR) requires the use of ORCA in Federal solicitations as a part of the proposal submission process. ORCA is a web-based system that centralizes and standardizes the collection, storage and viewing of many of the representations and certifications required by the Federal Acquisition Regulations and previously found in solicitations. Prospective contractors must complete the electronic representations and certifications through ORCA at <http://orca.bpn.gov>. The representations and certifications submitted to ORCA must be updated as necessary but at least annually to maintain an active status. In addition to the use of ORCA as required by other clause or clauses in this solicitation, prospective contractors must complete the representations and certifications included in this solicitation.

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

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

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

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

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

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

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

(3) It is the only proposal received.

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

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

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iv) A summary of the rationale for award.

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

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

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fix Price contract resulting from this solicitation.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

(End of provision)

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

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

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

Goals for minority participation for each trade	Goals for female participation for each trade
30% Dorchester Co 32% Orangeburg Co	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

Dorchester and Orangeburg County

(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 provision)

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.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: William Wallace

Email: william.wallace@usace.army.mil

Telephone: 8433298089

(End of provision)

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

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

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

(End of provision)

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY REFERENCE

52.203-2	Certificate Of Independent Price Determination	APR 1985
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	MAY 2011
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
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 (MAY 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237110.

(2) The small business size standard is \$33.5 millions..

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

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

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

() Paragraph (d) applies.

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

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

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

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

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

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

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

- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--
- (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance – Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.
- (D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

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

(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) 52.219-22, Small Disadvantaged Business Status.

(A) Basic.

(B) Alternate I.

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

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

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

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

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

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

(End of provision)

52.204-4006 Accounting for Contract Services

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://contractormanpower.army.pentagon.mil>. The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer’s Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including sub-contractors); (6) Estimated direct labor dollars paid this reporting period (including sub-contractors); (7) Total payments (including sub-contractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each subcontractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information); (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor’s systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.211-13	Time Extensions	SEP 2000
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-2 Alt III	Audit and Records--Negotiation (Oct 2010) Alternate III	JUN 1999
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data--Modifications	OCT 2010
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	MAY 2014
52.222-5	Construction Wage Rate Requirements--Secondary Site of the Work	MAY 2014
52.222-6	Construction Wage Rate Requirements	MAY 2014
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	MAY 2014
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001

52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	DEC 2012
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 2014
52.228-13	Alternative Payment Protections	JUL 2000
52.228-14	Irrevocable Letter of Credit	MAY 2014
52.228-15	Performance and Payment Bonds--Construction	OCT 2010
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-Price Construction Contracts	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
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
52.236-2	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
52.236-14	Availability and Use of Utility Services	APR 1984
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
52.236-22	Design within Funding Limitations	APR 1984
52.236-25	Requirements for Registration of Designers	JUN 2003
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.253-1	Computer Generated Forms	JAN 1991
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
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	MAR 2014
252.215-7000	Pricing Adjustments	DEC 2012
252.219-7010	Alternate A	JUN 1998
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 2012
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7023	Drawings and Other Data to become Property of Government	MAR 1979
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7007	Limitation Of Government's Obligation	APR 2014
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.222-99 - Establishing a Minimum Wage for Contractors. (DEVIATION)

The contracting officer shall insert the following clause in solicitations and resultant contracts that include the FAR clause 52.222-6 and/or 52.222-41, and work is to be performed in whole or in part in the United States (the 50 States and the District of Columbia).

ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (DEVIATION 2014-O0017) (JUNE 2014)

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

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

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

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

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

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

(End of clause)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

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

Driving—

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

Text messaging means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

(c) The Contractor is encouraged to--

(1) Adopt and enforce policies that ban text messaging while driving--

(i) Company-owned or -rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as--

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

(End of clause)

52.225-1 BUY AMERICAN ACT--SUPPLIES (MAY 2014)

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

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

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

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

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

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

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

Component means an article, material, or supply incorporated into an end product.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (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 end product.

Domestic end product means--

(1) An unmanufactured end product mined or produced in the United States;

(2) An end product manufactured in the United States, if--

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or

(ii) The end product is a COTS item.

End product means those articles, materials, or supplies to be acquired under the contract for public use.

Foreign end product means an end product other than a domestic end product.

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

(b) 41 U.S.C. chapter 83, Buy American, provides a preference for domestic end products for supplies acquired for use in the United States. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for an end product that is a COTS item (See 12.505(a)(1)).

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Certificate."

(End of clause)

52.228-4002 REQUIRED INSURANCE (Oct 2012 SAW) (Ref. FAR 28.307)

(a) The Contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance:

1. Comprehensive and Employer's Liability Insurance: Coverage in an amount not less \$100,000 or in the amount required by the State law in which the work is to be performed under this contract, whichever is greater.
2. Comprehensive General Liability Insurance: Coverage in an amount not less than \$500,000 per occurrence.
3. Automobile Liability Insurance: \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 property damage liability.
4. Vessel liability: When contract performance involves use of vessels, the contracting officer shall require vessel collision liability and protection and indemnity liability insurance.

(b) 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 the policies adversely affecting the interests of the Government in such insurance, shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than 30 days after written notice thereof to the Contracting Officer.

(c) The Contractor agrees to insert the substance of this clause, including this subparagraph (c), in all subcontracts hereunder.

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by 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 15% 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)

52.236-4 PHYSICAL DATA (APR 1984)

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

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by the Corp of Engineering Charleston District.

(End of clause)

52.249-4001 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (APR 1991 OCE)
(Ref. FAR 52.249-10)

(a) This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the contract clause entitled DEFAULT (FIXED-PRICE CONSTRUCTION). In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

(b) The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORKDAYS BASED ON 5-DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
8	9	6	4	5	6	11	9	5	4	5	6

(c) Upon acknowledgment of the Notice to Proceed and continuing through-out the contract, the Contractor will record on the daily Contractor Quality Control report the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day in each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph (b) above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather workdays, and issue a modification in accordance with the contract clause entitled DEFAULT (FIXED PRICE CONSTRUCTION).

(End of clause)

Section 00800 - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within 10 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 456 calendar days. The time stated for completion shall include final cleanup of the premises.

(End of clause)

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$1591 for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

52.236-4015 PRECONSTRUCTION CONFERENCE (OCT 1988 SAS) (Ref. FAR 36.305)

(a) A preconstruction conference will be arranged by the Area/Resident Engineer after award of contract and before commencement of work. The Area/Resident Engineer will notify the Contractor of the time and date set for the meeting. At this conference, the Contractor shall be oriented with respect to Government procedures and line of authority, contractual, administrative, and construction matters.

(b) The Contractor shall bring to this conference, in completed form, a Certificate of Insurance, plus the following items in either completed or draft form:

- Accident Prevention Plan (5 copies)
(use format shown in Attachment 1 to SECTION 00800)
- Quality Control Plan (5 copies)
- Letter Appointing Superintendent
- Transmittal Register
- Power of Attorney and Certified Copy of Resolution
- Network Analysis System, when applicable
- List of Subcontractors

(c) A letter of record will be written documenting all items discussed at the conference, and a copy will be furnished by the Area/Resident Engineer to all in attendance.

(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:

Title	File	Drawing No.
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See Attachment

(End of clause)

WAGE RATE

General Decision Number: SC140001 01/03/2014 SC1

Superseded General Decision Number: SC20130001

State: South Carolina

Construction Types: Heavy (Heavy and Sewer and Water Line)

Counties: Abbeville, Allendale, Bamberg, Barnwell, Beaufort, Cherokee, Chester, Chesterfield, Clarendon, Colleton, Dillon, Georgetown, Greenwood, Hampton, Jasper, Lancaster, Lee, Marion, Marlboro, McCormick, Newberry, Oconee, Orangeburg, Union and Williamsburg Counties in South Carolina.

DOES NOT INCLUDE SAVANNAH RIVER SITE IN ALLENDALE AND BARNWELL COUNTIES

HEAVY CONSTRUCTION PROJECTS (includes Sewer & Water Line projects)

Modification Number Publication Date
0 01/03/2014

SUSC1990-005 02/08/1990

	Rates	Fringes
Boilermaker (tank work).....	\$ 12.96	3.315
Bricklayer.....	\$ 7.25	
Carpenter.....	\$ 7.42	
Cement mason/concrete finisher.....	\$ 7.25	
Ironworker.....	\$ 10.98	
Laborers:		
Chain saw.....	\$ 7.25	
General.....	\$ 7.25	
Pipelayer.....	\$ 7.25	
Pipefitter.....	\$ 9.09	
Power equipment operators:		
Backhoe.....	\$ 7.25	
Bulldozer.....	\$ 7.25	
Crane.....	\$ 7.98	
Dragline.....	\$ 7.25	
Front End Loader.....	\$ 7.25	
Mechanic.....	\$ 7.25	
Motor grader.....	\$ 7.25	
Pan Scraper.....	\$ 7.25	
Line Construction: line technician.....	\$ 10.08	
MANHOLE BUILDER.....	\$ 7.25	
TRUCK DRIVER.....	\$ 7.25	

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

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the

survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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

General Decision Number: SC140056 05/09/2014 SC56

Superseded General Decision Number: SC20130056

State: South Carolina

Construction Type: Heavy

Counties: Berkeley and Dorchester Counties in South Carolina.

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/03/2014
1	03/07/2014
2	05/09/2014

* IRON0848-001 12/01/2012

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 21.80	9.75

PLUM0421-005 07/01/2013

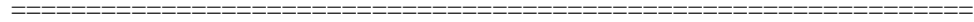
	Rates	Fringes
PIPEFITTER.....	\$ 24.85	9.65

SUSC2011-047 11/02/2011

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 14.85	0.00
LABORER: Common or General.....	\$ 11.64	2.53

LABORER: Pipelayer.....\$ 12.55	1.82
OPERATOR:	
Backhoe/Excavator/Trackhoe.....\$ 15.54	2.20
OPERATOR: Grader/Blade.....\$ 20.11	1.39
OPERATOR: Loader.....\$ 10.50	1.98
TRUCK DRIVER.....\$ 15.65	2.79

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END OF GENERAL DECISION