SOLICITATION, OFFER,		1. SOLICITATION NUMBER		2. TYPE OF SOLICITATION		3. DATE ISSUED	PAGE OF PAGES
AND AWARD		36C24425R0036		SEALED BID (IFB)			1 38
(Construction, Alteration, or Repair)		3002442310030		X NEGOTIATE) (RFP)		
IMPORTANT - The "offer" section on	the reverse must	, , , , , , , , , , , , , , , , , , , 					
4. CONTRACT NUMBER		5. REQUISITION/PURCHASE RE	EQUEST NL	JMBER	6. PROJECT 642-2		
7. ISSUED BY	CODE	36C244	8. ADDRE	SS OFFER TO			
Department of Veterans Affairs Network Contracting Office 4 VA Medical Center 3900 Woodland Avenue Philadelphia, PA, 19104			kev	vin.rodgers2@va	.gov		
	NAME Kevin Rodgers			b. TELEPHONE NUMBER 267–207–9835	R (Include area	code) (NO COLLECT CAL	LS)
		SOLICIT	TATION				
NOTE: In sealed bid solicitations "offe	er" and "offeror" m	nean "bid" and "bidder".					
Project # 642-25-128, Replace Bldg 2 Domestic Water Booster Control Panel, Motors, and Associated Corroding Galvanized Pipes 1. This procurement is a 100% Total Service-Disabled Veteran Owned-Small Business (SDVOSB) Set-Aside under MATOC 2.NAICS Code is 236220 with a small business size standard of \$45.0 Million 3. All information contained in the parent MATOC including FAR and VAAR clauses either in full text or referenced are to be considered part of this solicitation and have the same effect as if included in this solicitation and subsequent Task Order. 4. The Contractor shall be responsible for the correct title classification of workers and compliance with all applicable wage and hour laws. 5. The project magnitude is Between \$100,000 and \$250,000. 6.A scheduled site visit will take place on 8 Jan 2024 at 2:00PM. See location details within. NO LATE ARRIVALS 7.RFIs are due NIT 15 Jan 2024 at 11:00AM. 8. Responses to RFIs will be issued by amendment. No RFIs will be accepted beyond the RFI due date. 9. All proposals are due to the Contracting Officer by (Irtem13 below). 10. Faxed proposals will not be accepted. All proposals shall be sent via e-mail. 11. E-mail proposals no later than submission date and time and send to kevin.rodgers2@va.gov 12. Award will be made to the lowest proposed responsive responsible e offeror whose offer, is in conformance with this solicitation 13. Please see (Block 13a below). NOTE: Failure to return a signed copy of 852.219-75 will result in proposal not being considered for award							
	ed. This performa	ance period is	and com	pplete it within 14 ry negotiable		calendar days after 52.211-10 BO	receiving).
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a. Sealed offers in original and	(date). be marked to sho	ired.	icitation, address	offers must be publi , the solicitation num ses incorporated in t	cly opened nber, the da	at that time. Sealed ate and time offers a soon in full text or by re	d are due. reference.

			OFF	ER (Must be	fully com	alatad by a	fforor)			
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AMOUNTS										
18. The offeror agre	es to furnish an	v required perfo	rmance an	d navment hond	<u> </u>					
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DATE.										
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Department of V Network Contrac						Department of Veterans Affairs				
	-					PO Box 149971 Austin TX 78714-9971				
					PHONE:	(877) 353-9		FAX: (51	2) 460-542	9
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28. NEGOTIATI								uired to sign this	document.)	Your
document and retur to furnish and delive on this form and an this contract. The r shall be governed be the clauses, repressibly reference in or a	er all items or p y continuation s ights and obliga by (a) this contra entations, certif	sheets for the co ations of the par act award, (b) th ications, and sp	requiremer onsideration ties to this ne solicitation	n stated in contract on, and (c)	award cor solicitation	nsummates the	e contract, which er, and (b) this	oted as to the ite th consists of (a) contract award.	the Governm	nent
30a. NAME AND TI TO SIGN (Ty		RACTOR OR PE	ERSON AU	THORIZED	31a. NAM	31a. NAME OF CONTRACTING OFFICER (Type or print)				
30b. SIGNATURE			30	c. DATE	31b. UNIT	TED STATES (OF AMERICA		31c. AWA	RD DATE
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Statement of Work

Background Information

In late August, the Domestic Water Booster System in the Building 2 Sub-Basement Mechanical Room failed. Building 1 and Building 2 Booster Systems are cross-connected and maintain redundancy for pressure in both buildings in the event of an operational failure of one (1) Booster. CMCVAMC FMS requires at least one (1) functioning Booster System to supply adequate water pressure for both buildings.

This project seeks to replace the old Booster System and associated galvanized pipes, and to restore cross-connect Systems to ensure building water pressure and distribution is not affected.

Location of Work

Corporal Michael J. Crescenz VA Medical Center (CMCVAMC) 3900 Woodland Avenue, Philadelphia, PA 19104 Building 2 Sub-Basement, Mechanical Room B3B111

Scope of Work

The awarded Contractor shall supply all necessary tools, labor, equipment, materials, and supervision required to replace the Booster System in Building 2 and all associated pipes and fittings.

Specifically, the Contractor shall complete the following work:

- Replace the Booster System, including the control panel and all associated motors and pumps, with new equipment with similar specifications.
 - Contractor must provide submittals and specifications (cutsheets, catalogs, etc.) of all materials and equipment for CMCVAMC FMS approval prior to Notice to Proceed (NTP) and commencement of work.
- Domestic Cold Water Booster Supply
 - o From the Booster unit and up to the first "T" pipe intersection:
 - Fabricate and replace all existing pipe with similar-diameter copper pipe.
 - Fabricate and replace existing valve near the Booster motors.
 - Fabricate and install new copper elbows to replace existing.
 - Fabricate and install new copper couplings to replace existing.
 - Fabricate and install new isolation valve near "T" intersection.
 - Fabricate and install isolation flanges to mitigate corrosion from any associated metal-to-metal contact.
- Domestic Cold Water Booster Return/Discharge
 - Fabricate and install isolation flanges between the existing butterfly valve and three (3) motors to mitigate corrosion from any associated metal-to-metal contact.
 - Fabricate and replace the existing 6" butterfly valve.

- All new piping must be insulated with 1" fiberglass.
- All new piping must be brazed.
- Pressure test all new pipe to 100 PSI for a minimum of eight (8) hours and overnight.
 - Contractor must submit to VA COR and CCR in writing evidence of initial pressure readings, readings after two (2) hours, readings after eight (8) hours, and final pressure readings after overnight.
 - Contractor shall be responsible for repairing all air and water leaks.
 - Contractor must notify VA COR and CCR in writing of all leaks and when they are repaired.
- CMCVAMC FMS requires a Domestic Cold-Water shutdown in Building 2 to perform these critical repairs.
 - The Contractor shall work with FMS to facilitate installation and shall complete all tasks in a timely manner to mitigate impacts from this shutdown.
 - The Contractor shall tie-in new Booster System and all associated piping to existing CMCVAMC Electrical Systems, Plumbing Systems, and associated Building Management Systems (BMS/CM3) to ensure proper cross-connect and pressure management functionality.

Hyperchlorination

- The Contractor shall submit a Building 2 hyperchlorination plan to CMCVAMC FMS for review and approval prior to commencement of work.
- Contractor shall coordinate with CMCVAMC FMS and Plumbing Foreman to locate injection point for the sodium hypochlorite prior to commencement of work.
- Contractor shall provide all required PPE to their staff for this work under this Contract.
- Contactor shall inject sodium hypochlorite; National Sanitization Foundation (NFS) approved sodium hypochlorite.
- o Contractor shall document the initial injection time of the sodium hypochlorite.
- o Contractor shall document the initial hold time of each fixture in Building 2.
 - Contractor shall provide and install sign for each fixture noting: "Do not use, sanitization in place."
 - Contractor shall install signs on every fixture in the building.
 - The initial hold time of each fixture must reach a minimum of 200 ppm to verify each fixture is at the level to kill bacteria.
 - Once each fixture reaches the required 200 ppm, the Contractor shall provide the date and time each fixture reached the required biocide level.
 - After all fixtures have reached the 200 ppm level, the Contractor shall start the biocide hold time of three (3) hours. Contractor shall document the start of the hold time for each fixture.
- Flushing of biocide
 - After the three (3) hours hold time is completed, the Contractor shall begin flushing of fixtures. Contractor shall document that each fixture is below to EPA acceptable limit of 4 ppm.
 - Contractor shall remove each sign from all sinks.

- Contractor shall document all required rests immediately after the hyper chlorination. The document to be signed and dated by each person performing the work.
 - Document shall be submitted to VA COR after completion of hyperchlorination.
- Contractor shall follow up within five (5) business days to provide COR an electronic spreadsheet of all information as noted below:
 - Room number of fixture.
 - Fixture type.
 - Note: There are typically at least 2-3 fixtures in each room (sinks and showers).
 - Contractor shall indicate on report sink # and shower # of that room.
 - Time of fixture reached 200 ppm.
 - Time initial flush began for each fixture.
 - Time the fixture reached EPS safe limits under 4 ppm.
 - Name of the person performing the work at each fixture.
 - Access.
 - •
- VA shall support Contractor with access to the rooms.
- Perform punch-list review with VA COR, CCR, and Plumbing Foreman to verify System functionality.

Period of Performance

All work in this Contract shall be complete within two (2) weeks from the Notice to Proceed (NTP). VA CO and COR must be notified at least three (3) days in advance if any adjustments to the Period of Performance are necessary.

Safety and Security

Contractor personnel that will be performing work at the CMCVAMC will be required to obtain a PIV badge. Contractor will coordinate issuance of PIV badges with the COR and CMCVAMC Police. The PIV badge must be always displayed by Contractor personnel while at the facility.

Personal Protective Equipment (PPE): Contractor must wear appropriate PPE per OSHA and/or VA standards and regulations, whichever is more stringent.

The Contractor shall adhere to all OSHA, EPA, NFPA Life Safety Codes, and all other regulatory requirements applicable to the duties of the Contract.

In performance of this Contract, the Contractor shall follow CMCVAMC Safety policies and standards for safe work practices and take such safety precautions as the Safety Officer or designee may determine to be reasonably necessary to protect the lives and health of occupants of the building.

Contractor is responsible for the supervision of all the employees while on Government property. The Contractor is responsible to identify, provide, and maintain all PPE required to perform the duties outlined in the Contract. In addition, the Contractor is responsible for identifying and providing all applicable safety programs (i.e., lock-out/tag-out, confined space entry, universal precautions, etc.) required while performing the work. The Contractor is responsible for providing its employees appropriate training on safety programs and the proper

use of PPE. Documentation shall be maintained by the Contractor and will be shared to VA COR.

The Contractor must coordinate with VA Safety personnel and COR to obtain permitting (hot work, confined space, etc.) prior to executing the duties in the Contract.

The Contractor shall coordinate access to all work areas with the CMCVAMC FMS staff. The Contractor shall not interfere with patients or employees without prior notification to and approval from the CMCVAMC. The Contractor shall ensure that, under no circumstances, any of its employees shall enter an area not authorized for access by the CMCVAMC. The Contactor shall immediately notify the COR and/or FMS Chief Engineer if any System is inoperable or hazardous via telephone and email.

Contractor Parking and Storage

Contractor storage and parking are very limited and the CMCVAMC may not be able to accommodate requests for parking and/or storage.

Large dumpsters will not be permitted on site. Tommy Carts or equivalent will be used and will be coordinated with VA COR. Label Tommy Cart or equivalent with Company Name, Address, & Primary Contact Information.

Infection Control Risk Assessment (ICRA) and Worksite Cleanliness

The Contractor shall follow all ICRA guidelines established by the CMCVAMC.

No construction work will be allowed to commence until ICRA barriers and equipment have been erected, inspected, and accepted by VA Infection Control Specialist and Project COR. In addition, the Contractor must obtain all applicable ICRA permits prior to commencement of work. The permits must be prominently displayed near the work site.

VA COR will inspect worksite daily to ensure VA ICRA policy compliance and work quality assurance. VA Infection Control Specialist will inspect worksite on a weekly basis to ensure VA ICRA policy compliance.

If there any discrepancies or concerns prior to or during construction, Contractor must report information to VA COR and VA Infection Control Specialist for review and action.

VA Infection Control Specialist has the final determination on ICRA protection; Contractor must abide by determination.

The Contractor is responsible for daily worksite cleanliness from initiation of work until completion of work. The Contractor shall not leave any tools, ladders, parts and/or supplies unattended in the public area at any time. After work is complete, the worksite must be thoroughly cleaned and returned to an acceptable level of cleanliness, as determined by the CMCVAMC.

Working Hours

Unless otherwise approved by the COR, all work shall be performed between 8:00am and 4:00pm Monday through Friday. **Cold-water shutdown and hyperchlorination portions of**

this Contract shall only commence on the weekend scheduled and authorized by CMCVAMC FMS Chief. Weekend work shall be arranged with VA CO, COR, and FMS Chief.

If the Contractor desires to work outside these hours or over a weekend, prior approval is required from VA CO and VA COR. Requests to modify these working hours shall be submitted in writing to CO and COR at least three (3) days in advance to ensure patient care is uninterrupted and COR coverage of work is available. Weekend access is available through the Bravo (B) Gate Entrance on Woodland Ave.

Utility Shutdowns and Lock-Out/Tag-Out (LOTO)

The Contractor shall submit a request to interrupt any CMCVAMC utility services to VA COR, in writing, at least two (2) weeks in advance of the proposed interruption. The request will be made on the CMCVAMC FMS Utility Shutdown Request Form and must indicate the reason, date, exact time of, and approximate duration of such interruption. The Contractor shall work with VA COR and FMS staff to determine all operational impacts from a shutdown and mitigating efforts to limit impacts. Utility shutdowns may be required to be performed after hours and on weekends as to limit impacts on hospital services and patient care.

VA COR and CMCVAMC FMS will notify Contractor the minimum number of locks and tags required for the utility shutdown through writing and the Utility Shutdown Request Form. The Contractor must provide at minimum all applicable colored locks and tags and must install locks/tags adjoining VA-supplied locks/tags to ensure no release of electrical or other sources of stored and hazardous energy.

CFR 1910.147 App A – Typical Minimal Lockout Procedures shall be used for all Lock-Out/Tag-Out requirements

(https://www.osha.gov/lawsregs/regulations/standardnumber/1910/1910.147AppA).

Environmental

The Contractor when generating and disposing of waste under this Contract of any kind to include hazardous waste, non-RCRA waste or non-hazardous waste, used oil, municipal waste, universal waste and or to include all waste defined under the EPA and or Department of Environmental Protection (DEP) must follow all EPA, DOT, DEP and local regulations, laws, statues, and ordinances. The Contractor is responsible for the disposal all waste generated at the Michael J. Crescenz VA Medical Center. This is to include coordination, communication, preparation, packaging, research, characterizing, sampling, organizing, manifest signing, scheduling and the full oversight and operations of the generation and disposal process of the waste from cradle to grave. The Contractor will communicate with the GEMS coordinator and keep them informed during all stages of the waste disposal process. The Contractor when generating a waste as defined above in Section 1 must collect the waste in DOT approved containers rated for the solid, liquid or gas. The Contractor will provide all labor, equipment, and materials to collect all waste generated. The Contractor to include all employees and all sub-Contractors hired in support of the project that will handle, transport, and prepare any waste generated must be certified in RCRA, DOT and HAZWOPER requirements. The certifications must be provided to the COR and GEMS prior to start of work.

The Contractor and their sub-Contractors when transporting waste on a public road and or highway as defined by the Department of Transportation (DOT) must generate a hazardous waste manifest and or non-hazardous waste manifest accurate to the generator EPA ID number, name, address, transporter EPA ID number, transporter company name, designated facility name and site address, designated facility EPA ID number, U.S DOT description, number of containers, type, total quantity, waste codes, special handling instructions and additional information, generator signature and transporter signature. The manifest will only be signed by the GEMS Coordinator or the Contracting Officer Representative (COR) prior to the transporter leaving the facility. The Contractor will not utilize Michael J. Crescenz Veterans Affairs Medical Center dumpsters, trash receptacles, containers of any kind, and or leave hazardous waste, non-hazardous waste, used oil, recycled materials, municipal waste and or any forms of waste or trash abandoned anywhere on site during and after completion of work. The Contractor will provide secondary spill containment for all liquids generated and or brought on site to include: hazardous materials, hazardous waste, used oil, non-hazardous waste or non-RCRA waste, all industrial processed waters, oily waters, waters, and or any form of liquids hazardous or non-hazardous must be stage on secondary spill containment outside of the hospital on VA property that have the potential to spill or will spill into the environment; and also inside of the hospital that will or have the potential to spill into drains that will enter the publicly owned treatment works (POTW) or the environment. The secondary spill containment must be large enough to containment 110% of the largest container staged in the containment.

The Contractor will follow all environmental requirements in accordance with federal, state, local, EPA, DOT, DEP, and VA guidelines, codes, laws, regulations statues and ordinances. Any spills and or damages caused by the Contractor to the facility to include and encompass all VA property inside and outside the hospital. This will also specifically include but not limited to walls, ceilings, surfaces, floors, equipment, medical equipment, furniture, utility lines, pipes, drains, sewage systems, electrical systems, etc. shall be repaired to match existing conditions. Contractor shall be responsible to make these repairs at their own expense. The Contractor will if any environmental liability is incurred by the Contractor onto Michael J. Crescenz Veterans Affairs Medical Center due to non-compliance to the environmental requirements set forth in accordance with federal, state, local, EPA, DOT, DEP, and VA guidelines, codes, laws, regulations statues and ordinances. Contractor shall be responsible to pay all fines, penalties, and violations with no statute of limitations.

INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO BIDDERS/OFFERORS

MATOC Task Order General Instructions

Contracting instructions: the purpose of this document is to act as a template for MATOC Solicitations and Awards. Please reference the red text for instructions and remove all Red Text when sending out official documentation.

Solicitation instructions: Insert this blank shell document below the statement of work. do not remove any sections. offerors are to fill out blank spaces in parts D, F, G, and H.

Part A: General information

This procurement is a 100% total Service-Disabled Veteran Owned Small Business (SDVOSB) Set-Aside under MATOC. Only documents requested in Part C will be reviewed. All submissions and communication will be conducted electronically via email.

Part B: Proposal Materials

A formal solicitation will be provided via email to eligible MATOC Contractors. It is the responsibility of the MATOC contractor to ensure the Government has current contact information. Materials may consist of RFP form 1442, a written statement of work, Pictural drawings, specifications, and any issued Amendments. The Government reserves the right to determine proposal materials for each Task Order and may provide more or less than the aforementioned materials.

Part C: Proposal Submissions

The Following documents must be returned to the contracting office.

- 1. Completed 1442 with blocks 30 A, B, and C signed and dated.
- Acknowledgement of any and all amendments in block 19, 20A, 20B, and 20C on the SF1442. NOTE Submission of signed SF-30's is not required in final proposals. Please acknowledge amendments by completing blocks 19, 20A, 20B, and 20C.
- 3. Vets 4212
- 4. completed cost/price schedule.
- 5. Signed VAAR Clause 852.219-75
- 6. Signed Subcontractor labor breakdown.

Part D: MATOC Information

All clauses contained in the MATOC are considered to be part of this solicitation and hold the same effect as if listed in this solicitation and subsequent contract.

ENTER YOUR MATOC CONTRACT NUMBER

Part E: Site Visit Information

An organized site visit has been scheduled for

REFER TO PAGE 1

Participants will meet at:

Philadelphia VA Medical Center 3900 Woodland Ave Building 5 Philadelphia, PA 19104

Part F: Calculation Worksheet for Self-Performed and Subcontracted Work

<u>A.1</u> - CALCULATION WORKSHEET FOR SELF-PERFORMED AND SUBCONTRACTED WORK

CALCULATION OF SELF-PERFORMED/SUBCONTRACTED WORK

Offerors for General Construction (NAICS code 236220) must provide at least 15% (25% for specialty trade NAICS codes) of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns. Provide a breakdown of material and personnel costs, by specification division listed for the project. Home Office overhead, profit/fee and bond costs shall be added after a subtotal of personnel and material/Equipment costs has been calculated. Clearly identify the personnel costs you will be performing, and the personnel costs of other eligible Service- Disabled Veteran-Owned small business concerns. Below is a suggested format:

Specification	SDVOB Vendor (Y or	Personnel Cost	Material/Equipment Costs
Division	N)		
Division 01		\$	\$
Division 02		\$	\$
Division 03		\$	\$
(Add additional lines		\$	\$
as necessary for each Division applicable to this project)			
		\$	\$
		Sub Total (Personnel	\$
		Costs, Material/Equipment Costs)	
		Profit	\$
		Home Office Overhead	\$
		Bond	\$
		Grand Total	\$

CALCULATION OF SELF PERFORMED PERSONNEL COSTS:

. Total personnel costs * both prime and all subcontractors:	\$
2. Subtract all subcontractor personnel costs* that are not SDVOSB	
Companies that will perform work on this contract:	\$
Remainder is 'Total amount of work to be self-performed under the	
Contract':	<u>\$</u>
Self-performed work = Line 3/Line 1 x 100 =	
*Personnel costs include labors, mechanics, other tradesmen, and office personnel directly charged to the project (includes project manager, job superintendent, administrative, estimators, etc.)	
I certify the above representations are true and correct to the best of my knowledge.	
(Signature and Typed Name of Authorized Representative)	
(Date)	
(Title of Authorized Representative)	

Award instructions: remove all sections above. Award shall only consist of parts G, H, and I.

Part G: Cost/Price Schedule

The Government intends to award a contract to the responsive/responsible offer for line item 0001 to achieve best value for the Government.

ITEM 0001 Base Price- The contractor shall provide all labor, supplies, transportation necessary for the completion of the attached statement of work (SOW). All work will be done at the CMCVAMC located at 3900 Woodland Ave, Philadelphia, PA 19104.

Item	Service	Quantity	Unit	Price
0001	Construction	1	Job	Lump Sum \$
Base				
Price				

Contract Type: Firm Fixed Price (FFP)

FOB: Destination

Basis for Award:

FOR THE PURPOSE OF THIS TASK ORDER THE BASIS FOR AWARD IS, LOWEST PROPOSED RESPONSIVE, RESPONSIBLE PRICE RECEIVED IN RESPONSE TO THIS SOLICITATION.

No discussions are expected to be necessary. However, the Government reserves the right to conduct discussions at the discretion of the contracting officer.

Part H: Buy American

In accordance with FAR 52.225-09 Buy American Construction Materials and 52.225-11 Buy American- Construction Materials under trade Agreement, the Government reserves the preference for domestic construction material in performance of this contract. The Contractor shall use only domestic construction material in performing this contract. Exceptions to the domestic or designated construction material can be found in FAR 52.225-09 (b) and FAR 52.225-11 (b).

in accordance with 52.225-09 (b)(2) and 52.225-11 (b)(3) the following construction materials or components are exempt from domestic preference.

TO BE DETERMINED BY INDIVIDUAL TASK ORDERS

Contractors seeking the use of foreign construction materials not listed in the above exemptions shall fill out the below table and perform a cost comparison.

Construction	Unit of Measure	Quantity	Price	
Material Description				
Item 1:				
Foreign Construction				
Material				
Domestic				
Construction Material				
Item 2:				
Foreign Construction				
Material				
Domestic				
Construction Material				
Item 3:				
Foreign Construction				
Material				
Domestic				
Construction				
Material.				

Part I: Other clauses and provisions

PERFORMANCE & PAYMENT BONDS: In accordance with FAR 28.102-1 and Contract Clause 52.228-15, offerors are reminded that any award amount over \$30,000 shall require a Payment Bond (or other acceptable protection - see clause FAR 52.228-13), and awards exceeding \$150,000 shall require both Payment and Performance Bonds. All bonds are due no later than 10 calendar days after award.

AFFIRMATIVE ACTION GOALS AND GEOGRAPHICAL AREA (reference FAR 52.222-23):

Goals for Minority Participation for each trade: 17.3%

Goals for Women Owned Business Participation for each trade: 6.9%

The Geographical covered area for this solicitation (project) is Philadelphia County, PA

METRIC PRODUCTS: Products manufactured to metric dimensions will be considered on an equal basis with those manufactured using inch/pound units, providing they fall within the tolerances specified using conversion tables contained in the latest revision of Federal Standard No. 376B, and all other requirements of this document are met. If a product is manufactured to metric dimensions and those dimensions exceed the tolerances specified in the inch/pound units, a request should be made to the contracting officer to determine if the product is acceptable. The contracting officer, in concert with the Contracting Officer's Representative, will accept or reject the product, (reference VA Handbook 0100, Metrics).

SECURITY BADGES/BACKGROUND INVESTIGATIONS:

All prime contractor personnel and subcontractor personnel will be required to obtain a Flash Badge (Day Pass) prior to reporting to the jobsite. Within ten (10) business days of personnel arriving at the work site, the General Contractor to whom award is made will be responsible for submitting a list of all personnel and subcontractor personnel and submitting it to the COR and the Personnel Security Officer at the Philadelphia VA Medical Center. Badges will be issued to qualified personnel and must be worn and visible at all times while in VA property. The General Contractor shall be responsible for completion of the VHA Security Center Turn-In Inventory Report and forwarding it to the Contracting Officer at the end of the construction project. General Contractor is responsible for obtaining and turning in ALL badges.

PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL:

FAR clause 52.204-9 applies: Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD- 12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201. The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a federally controlled facility or routine access to a Federal information system.

RESPONSIBILITY REQUIREMENTS:

A responsibility check will be accomplished for the apparent awardee prior to award. By submission of an offer and at time of award, interested firms acknowledges the requirements that a prospective awardee must be in the System for Award Management (SAM) database and qualified as a small business under NAICS 236220. Lack of registration in the SAM database will make a contractor ineligible for award. Active exclusions on SAM may result in the offeror being determined ineligible for award. Active registration on SBA Veteran Small Business

Certification (VetCert) is required at submission of offer and at time of award. Inactive registration on SBA VetCert may result in the offeror being determined ineligible for award. Any information retrieved or received by the Government that would be cause for negative or unsatisfactory responsibility rating may result in the offeror being determined ineligible for award.

CONFORMANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS:

The Contractor shall perform work under this contract consistent with the relevant policy and objectives identified in the agency, organizational, or facility Green Environmental Management System (GEMS) applicable for your contract. The Contractor shall perform work in a manner that conforms to all appropriate Environmental Management Programs and Operational Controls identified by the agency, organizational, or facility GEMS, and provide monitoring and measurement information as necessary for the organization to address environmental performance relative to the environmental, energy, and transportation management goals. In the event an environmental nonconformance or noncompliance associated with the contracted services is identified, the contractor shall take corrective and/or preventative actions. In the case of a noncompliance, the Contractor shall respond and take corrective action immediately. In the case of a nonconformance, the Contractor shall respond and take corrective action based on the time schedule established by the facility GEMS Coordinator. In addition, the Contractor shall ensure that their employees are aware of the roles and responsibilities identified by the environmental management system and how these requirements affect their work performed under this contract. All on-site contractor personnel shall complete yearly EPA sponsored environmental training specified for the type of work conducted on-site. Upon inclusion in the contract, the Contracting Officer's Representative will verify that all contractor personnel have acquired EMS Awareness Training at their appropriate site or location.

REFERENCES TO VA ENGINEER, RESIDENT ENGINEER, SENIOR RESIDENT ENGINEER, OR PROJECT MANAGER:

Any reference contained within solicitation documents such as specifications and drawings to VA Engineer, Resident Engineer, Senior Resident Engineer, Project Manager, or there abbreviations are to instead be read as and substituted with 'Contracting Officer's Representative' (COR).

GENERAL CONDITIONS

4.1 VAAR 852.219-70 VA SMALL BUSINESS SUBCONTRACTING PLAN MINIMUM REQUIREMENTS (NOV 2022)

- (a) This clause does not apply to small business concerns.
- (b) If the offeror is required to submit an individual subcontracting plan, the minimum goals for award of subcontracts to VA verified service-disabled veteran-owned small business and veteran-owned small business SDVOSB/VOSB shall be at least commensurate with the Department's annual SDVOSB/VOSB subcontracting goals.
- (c) For a commercial plan, the minimum goals for award of subcontracts to SDVOSB/ VOSB shall be at least commensurate with the Department's annual service-disabled veteran-owned small business and veteranowned small business subcontracting goals for the total value of projected subcontracts to support the sales for the commercial plan.
- (d) To be credited toward goal achievements, SDVOSB/VOSBs must be verified as eligible in the VA's Vendor Information Pages (VIP) database at https://www.vetbiz.va.gov/vip/. A contractor may reasonably rely on a subcontractor's status as shown in the VIP database as of the date of subcontract award, provided the contractor retains records of the results of the VIP database query.
- (e) The Contractor shall annually submit a listing of SDVOSB/VOSB (for which credit toward goal achievement is to be applied) for review by personnel in the Office of Small and Disadvantaged Business Utilization. Use VA Form 0896A, Report of Subcontracts to Small and Veteran-Owned Business.
- (f) Pursuant to 38 U.S.C. 8127(g), any business concern that is determined by VA to have willfully and intentionally misrepresented a company's SDVOSB/VOSB status is subject to debarment for a period of not less than five years. This includes the debarment of all principals in the business.

(End of Clause)

4.2 VAAR 852.219-75 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (NOV 2022)

- (a) Pursuant to 38 U.S.C. 8127(k)(2), the offeror certifies that—
- (1) If awarded a contract (see FAR 2.101 definition), it will comply with the limitations on subcontracting requirement as provided in the solicitation and the resultant contract, as follows:
- (i) [] Services. In the case of a contract for services (except construction), the contractor will not pay more than 50% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs as set forth in 852.219–73 or VOSBs as set forth in 852.219–74. Any work that a similarly situated VIP-listed subcontractor further subcontracts will count towards the 50% subcontract amount that cannot be exceeded. Other direct costs may be excluded to the extent

they are not the principal purpose of the acquisition and small business concerns do not provide the service as set forth in 13 CFR 125.6.

- (ii) General construction. In the case of a contract for general construction, the contractor will not pay more than 85% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs as set forth in 852.219–73or VOSBs as set forth in 852.219–74. Any work that a similarly situated VIP-listed subcontractor further subcontracts will count towards the 85% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.
- (iii) Special trade construction contractors. In the case of a contract for special trade contractors, the contractor will not pay more than 75% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs as set forth in 852.219–73 or VOSBs as set forth in 852.219–74. Any work that a similarly situated subcontractor further subcontracts will count towards the 75% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.
- (2) The offeror acknowledges that this certification concerns a matter within the jurisdiction of an Agency of the United States. The offeror further acknowledges that this certification is subject to Title 18, United States Code, Section 1001, and, as such, a false, fictitious, or fraudulent certification may render the offeror subject to criminal, civil, or administrative penalties, including prosecution.
- (3) If VA determines that an SDVOSB/ VOSB awarded a contract pursuant to 38 U.S.C. 8127 did not act in good faith, such SDVOSB/VOSB shall be subject to any or all of the following:
 - (i) Referral to the VA Suspension and Debarment Committee;
 - (ii) A fine under section 16(g)(1) of the Small Business Act (15 U.S.C. 645(g)(1)); and
 - (iii) Prosecution for violating section 1001 of title 18.
- (b) The offeror represents and understands that by submission of its offer and award of a contract it may be required to provide copies of documents or records to VA that VA may review to determine whether the offeror complied with the limitations on subcontracting requirement specified in the contract. Contracting officers may, at their discretion, require the contractor to demonstrate its compliance with the limitations on subcontracting at any time during performance and upon completion of a contract if the information regarding such compliance is not already available to the contracting officer. Evidence of compliance includes, but is not limited to, invoices, copies of subcontracts, or a list of the value of tasks performed.
- (c) The offeror further agrees to cooperate fully and make available any documents or records as may be required to enable VA to determine compliance with the limitations on subcontracting requirement. The offeror understands that failure to provide documents as requested by VA may result in remedial action as the Government deems appropriate.
- (d) Offeror completed certification/fill-in required. The formal certification must be completed, signed and returned with the offeror's bid, quotation, or proposal. The Government will not consider offers for award from offerors that do not provide the certification, and all such responses will be deemed ineligible for evaluation and award.

Certification

I hereby certify that if awarded the contract, [insert name of offeror] will comply with the limitations on subcontracting specified in this clause and in the resultant contract. I further certify that I am authorized to execute this certification on behalf of [insert name of offeror].

Printed Name of Signee:	
Printed Title of Signee:	
-	
Signature:	
Signature:	
_	
Date:	
Company Name and Address:	
	(End of Clause)
	(End of Clause)

"General Decision Number: PA20240003 12/06/2024

Superseded General Decision Number: PA20230003

State: Pennsylvania

Construction Type: Building

County: Philadelphia County in Pennsylvania.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g. an option is exercised) on or after January 30, 2022:

Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed to this wage determination, if it is higher), for all hours spent performing on the contract in 2024.

If the contract was awarded on or between January 1, 2015, and January 29, 2022, and the contract is not renewed or extended on or after January 30,2022: listed determination Executive Order 13658
generally applies to the
contract. The contractor must
pay covered worker at least
\$12.90 per hour (or the
applicable wage rate on this
wage if it is higher), for
all hours spent performing on
the contract in 2024.

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

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

Number	Publication	Date
	01/05/2024	
	01/12/2024	
	01/19/2024	
	02/23/2024	
	05/10/2024	
	05/17/2024	
	05/24/2024	
	05/31/2024	
	06/21/2024	
	07/26/2024	
	09/06/2024	
	10/11/2024	
	10/18/2024	
	11/01/2024	
	12/06/2024	
	Number	01/05/2024 01/12/2024 01/19/2024 02/23/2024 05/10/2024 05/17/2024 05/24/2024 05/31/2024 06/21/2024 07/26/2024 09/06/2024 10/11/2024 10/18/2024

ASBE0014-001 05/01/2024

	Rates	Fringes
Asbestos Workers/Insulator		
Includes the application		
of all insulating		
materials, protective		
coverings, coatings, and		
finishes to all types of		
mechanical systems	.\$ 59.37	45.78
BOIL0013-001 01/01/2024		

Rates Fringes

BOILERMAKER	\$ 52.10	35.38
BRPA0001-006 05/01/2024	Rates	Fringes
		-
BRICKLAYER	\$ 48.70	31.61
BRPA0001-008 05/01/2024		
	Rates	Fringes
TILE SETTER		30.02
BRPA0001-011 05/01/2024		
	Rates	Fringes
MASON - STONE	\$ 48.40	31.95
 BRPA0001-015 05/01/2024		
211110001 010 00, 01, 2021	Rates	Fringes
Pointer, caulker and cleaner.	\$ 50.00	30.70
 * CARP0158-001 05/01/2024		
CINCI 0130 001 037 017 202 1	Rates	Fringes
Carpenter/Lather	\$ 54.13	29.78
* CARP0219-005 05/01/2024		
	D .	Fringes
	Rates	Fiinges
MILLWRIGHT	\$ 53.54	36.94
MILLWRIGHT* * CARP0251-001 05/01/2024	\$ 53.54	j
	\$ 53.54	j
	\$ 53.54 	36.94
* CARP0251-001 05/01/2024	\$ 53.54 	36.94 Fringes

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	Rates	Fringes
PILEDRIVERMAN	\$ 47.50	43.42
ELEC0098-003 05/02/2022	Rates	Fringes
ELECTRICIAN	\$ 65.76	61%+1.98
ELEC0098-014 05/02/2022		
	Rates	Fringes
ELECTRICIAN (Sound and Communication Technician) (IT Network, Wifi))		
ELEV0005-001 01/01/2024		
	Rates	Fringes
ELEVATOR MECHANIC	\$ 68.97	37.885+a+b
FOOTNOTES FOR ELEVATOR MECHA	ANICS:	
A. Paid Vacation: Employer rate for 5 years or more of years of service.		_
B. Eight Paid Holidays (proconsecutive days before and holiday): New Years's Day; Labor Day; Veteran's Day; Thafter Thanksgiving Day, and	the working day aft Memorial Day; Inder hanksgiving Day and Christmas Day.	ter the pendence Day; the Friday
* ENGI0542-002 05/01/2024		
	Rates	Fringes
Power equipment operators: GROUP 1 GROUP 2	\$ 56.37 \$ 53.11	33.65+A 34.53+A 33.58+A 34.45+A

GROUP	3\$	49.03	32.37+A
GROUP	4\$	48.73	32.28+A
GROUP	5\$	47.00	31.78+A
GROUP	6\$	46.02	31.48+A

FOOTNOTE:

A.Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day and Christmas Day

TOXIC/HARARDOUS WASTE REMOVAL

Add 20 per cent to basic hourly rate for all classifications

BOOM LENGTH PAY:

On all machines with booms, jibs, masts, and leads, including tower cranes, 100 ft. from ground up, fifty cents (\$.50) per hour additional will be paid for each increment of 25 ft. over 100 ft. On cranes with booms (including jibs, masts, and leads) 200 ft. and over, two (2) operators will be required. When two (2) operators are employed, no Oiler will be required. Booms to be measured from the ground up. Tower cranes calculated from ground up and out for purpose of boom pay.

POWER EQUIPMENT OPERATORS' CLASSIFICATIONS

GROUP 1: Handling steel and stone in connection with erection, cranes doing hook work, any machine handling machinery, helicopters, concrete pumps building machines similar to the above, including remote, robotic or laser control equipment.

GROUP 1a: Machines handling steel, or the functional equivalent, and stone in connection with erection 15 ton and over factory rating; Cranes doing hook work 15 ton and over factory rating; Any machines handling machinery; High Rail/Burro Crane 15 ton and over factory rating; Rail Loader (Winch Boom Type) 15 ton and over factory rating; Concrete Pumps (Building) 120 feet of Boom length or less (200-yard pour or less); Machines similar to above, including remote, robotic or laser control equipment; Equipment in this Wage Group that does not require an oiler.

GROUP 2: All types of cranes, All types of backhoes, Cableways, Draglines, Keystones, all types of shovels, Derricks, Pavers 21E and over, Trenching machines, Trench shovel, Gradalls, Front-End loaders, Boat Captain, Pippin type backhoes, Tandems scrapers, Towers type crane operation erecting, Dismantling, Jumping or Jacking, Drills (self-contained), (drillmaster type) forklift (20 ft. and over), Moter patrols (fine grade), Batch plant with mixer, Carryalls, Scraper, Trounapulls, Roller (Hitch Grade Finishing), Spreaders (asphalt), Bulldozers and Tractors, Mechanic welder, Conveyor loaders (Euclid-type wheel), Concrete pump, Milling Machines, Hoist with two towers, Building hoist double drum (unless used as a single drum), Mucking machines in tunnel, All auto grade and concrete finishing machines, Bundle pullers/extractors (tubular), bobcat. side broom, directional boring machines, Vermeer saw type machines (other than handheld tractor mounted hydro axe, chipper with boom, all) machine similar to the above including remote, robotic or laser control equipment.

GROUP 2a: Crawler backhoes and Crawler gradalls over one cubic yard factory rating; Hydraulic backhoes over one cubic yard factory rating; All types of cranes 15 ton and over factory rating; Cherry picker type machinery and equipment 15 ton and over factory rating; Concrete Pumps (Heavy/Highway); Machines similar to above, including remote, robotic or laser control equipment; Equipment in this Wage Group that does not require an oiler.

GROUP 3: Asphalt plant engineers, Well drillers, Ditch witch (small trencher), Motor patrols, Fine grade machines, Ten-ton roller (grade fill stone base), Concrete breaking machines, Guilloline only, Stump grinder, Conveyors (except building conveyors), Forklift trucks of all types, High pressure boilers, Elevator Operator (New Construction) Machine similar to the above, including remote, robotic or laser control equipment

GROUP 4: Seaman, Pulverzer form line grader, Farm tractors, road finishing, Concrete spreader, Power broom (self-contained), Seed spreader, Grease truck, toxic/hazardous waste removal rate 20 per cent added to all classifications and machines similar to the above including remote, robotic or laser control equipment.

GROUP 5: Compressors pumps, Well point pumps, Welding machines Tireman, Power equipment, Maintenance engineer (power boats), Elevator Operators (Renovations) and machine similar to the above including remote, robotic or laser control equipment.

GROUP 6: Fireman, Oilers, and deck hands (personnel boats), grease truck. Machines similar to the above including remote, robotic or laser control equipment.

IRON0401-002 07/01/2024	Rates	Fringes
IRONWORKER, STRUCTURAL AND ORNAMENTAL	\$ 53.20	44.60
IRON0405-002 07/01/2024	Rates	Fringes

IRONWORKER, REINFORCING......\$ 50.29

34.17
The following holidays shall be observed and when work is performed thereon it shall be paid for at twice the base rate: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Employees shall be off Christmas Eve Day and receive four hours pay. Employees who have to work on Christmas Eve Day shall work four hours and be paid for eight hours pay for the holiday. Any time worked beyond four hours shall be paid at the double time rate plus the four hours holiday pay. To receive holiday pay, the employee must work the day before Christmas Eve and the first working day after Christmas

IRON0405-004 07/01/2024

Day.

	Rates	Fringes
IRONWORKER (Rigger and		
Machinery Mover)\$	46.73	34.17

The following holidays shall be observed and when work is performed thereon it shall be paid for at twice the base rate: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Employees shall be off Christmas Eve Day and receive four hours pay.

Employees who have to work on Christmas Eve Day shall work four hours and be paid for eight hours pay for the holiday. Any time worked beyond four hours shall be paid at the double time rate plus the four hours holiday pay. To receive holiday pay, the employee must work the day before Christmas Eve and the first working day after Christmas Day.

LABO0332-001 05/01/2024

	I	Rates	Fringes
LABORER			_
GROUP	1\$	37.70	26.54
GROUP	2\$	37.80	26.54
GROUP	3\$	37.85	26.54
GROUP	4\$	38.00	26.54
GROUP	5\$	38.05	26.54
GROUP	6\$	37.84	26.54
GROUP	7\$	38.98	26.54
GROUP	8\$	39.13	26.54
GROUP	9\$	39.28	26.54
GROUP	10\$	39.53	26.54
GROUP	11\$	38.10	26.54

LABORERS CLASSIFICATIONS

GROUP 1: Building site work; Stripping and dismantling concrete form work; loading, unloading, carrying and handling of all reinforced steel and steel mesh; handling lumber and other building materials; operating jackhammers, paving breakers and all other pneumatic tools; building scaffolds; raking, shoveling and tamping of asphalt; spading and concrete pit work; grading; form pinning; shoring; demolition except burners; laying conduits and ducts; sheathing; lagging; laying non-metallic pipe and caulking; all other types of laborers; pouring concrete; operating vibrator; free air tunnels: miners.

GROUP 2: Power buggies; burners on demolition

GROUP 3: Wagon drill operator (single)

GROUP 4: Powdermen; wagon drill operator (multip circular caisson excavation; underpinning excavat	
GROUP 5: Caisson bottom man	
GROUP 6: Yard workers	
GROUP 7: Trackmen; brakemen; groutmen; bottom shall other men in free air tunnels	naft men;
GROUP 8: Form setters	
GROUP 9: Miners bore driver; blasters; drillers; shield operators	pneumatic
GROUP 10: Welders and burners	
GROUP 11: Mason Tender	
LABO0332-002 05/01/2024 Rates	
LABORER (Asbestos Abatement, Toxic and Hazardous Waste Removal, Lead Based Paint Removal)\$ 39.40	26.89
LABO0413-004 05/01/2024	
Rates Landscape Laborer	Fringes
Farm Tractor Driver, Hydroseeder Nozzleman and Mulcher Nozzleman\$ 30.28	23.62+A
FOOTNOTE: A. Paid Holidays: Independence Day, Labor Day, Thanksgiving Day.	
MARB0001-003 05/01/2021	
Rates	Fringes
MARBLE FINISHER\$ 25.10 TERRAZZO FINISHER\$ 27.03 TILE FINISHER\$ 25.10	20.75 20.58 20.75

MARB0003-002 05/01/2021		
	Rates	Fringes
MARBLE SETTER TERRAZZO WORKER/SETTER		30.75 28.67
PAIN0021-001 05/01/2021		
Painters:	Rates	Fringes
Brush, Roller Spray, Steel and Swing		28.10 28.10
PAIN0021-012 05/01/2024		
	Rates	Fringes
DRYWALL FINISHER/TAPER	\$ 42.25	32.16
PAIN0252-001 06/01/2021	Rates	Fringes
Window Tinter	\$ 25.02	13.06
PAIN0252-006 05/01/2022		
	Rates	Fringes
GLAZIER	\$ 46.09	34.83
PLAS0008-001 05/01/2022		
	Rates	Fringes
PLASTERER	\$ 41.97	32.20
PLAS0592-011 05/01/2023		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.	\$ 44.20	32.76
PLUM0420-008 05/01/2024		
1 10110 120 000 007 017 2021	Rates	Fringes
Steamfitter	\$ 70.32	42.78

PLUM0690-002 05/01/2023		
	Rates	Fringes
PLUMBER	\$ 64.73	37.21
ROOF0030-001 05/01/2022	Rates	Fringes
Roofers: Composition		33.37+A
Shingles		21.75+A 21.75+A
FOOTNOTE (Composition Roofer on	ly):	
A. Paid Holiday: Election Day		
SFPA0692-001 05/01/2024		
	Rates	Fringes
SPRINKLER FITTER	\$ 66.81	33.66
SHEE0019-008 05/01/2024		
	Rates	Fringes
SHEET METAL WORKER	\$ 59.22	49.06
SHEE0019-023 07/15/2024	Rates	Fringes
SHEET METAL WORKER (Sign Makers & Hangers)		24.25
TEAM0107-001 05/01/2024	Rates	Fringes
TRUCK DRIVER (BUILDING CONSTRUC GROUP 1	\$ 36.795 \$ 36.895	22.5495+a+b
TRUCK DRIVER (SITE PREPARATION, BUILDING CONSTRUCTION)	PAVING AND UTI	LITIES ON
GROUP 1	\$ 36.24	21.555+a+b 21.555+a+b 21.555+a+b

TRUCK DRIVERS' CLASSIFICATIONS (BUILDING CONSTRUCTION)

- GROUP 1 Stake body truck (single axle), 11/2 ton and under vehicles
- GROUP 2 Truck driver over 11/2 tons, dump trucks, tandem and batch trucks, semi-trailers, agitator mixer trucks and dumcrete type vehicle, asphalt distributors, farm tractors when used for transportation, stake body truck (tandem)
- GROUP 3 Euclid type, off-highway equipment back or belly dump trucks and double-hitched equipment, straddle (ross) carrier, lowbed trailers
- TRUCK DRIVERS' CLASSIFICATIONS (SITE PREPARATION, PAVING AND UTILITIES ON BUILDING CONSTRUCTION)
- GROUP 1 Stake body truck (single axle), dumpster
- GROUP 2 Dump trucks, tandem and batch trucks, semitrailers, agitator mixer trucks, and dumpcrete type vehicles, asphalt distributors, farm tractor when used for transportation, stake body truck (tandem)
- GROUP 3 Euclid type, off-highway equipment or bell dump trucks and double hitched equipment, staddle (ross) carrier, low-bed trailers

FOOTNOTE:

- a. Paid Holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving Day and five personal holidays provided employee works at least one day in the three workdays before and at least one day in the three workdays after the said holiday. Employee earns a personal holiday every two months, provided employee has worked twenty-six days in each consecutive two-month period, up to a maximum of five per calendar year. After 130 workdays the employee is entitled to all five personal holidays.
- b. Paid Vacation: Employee will earn one vacation day for every two months, provided employee has worked twenty-six days in each consecutive two-month period, up to a maximum of five vacation days per calendar year. After 130 workdays the employee is entitled to all five days of

vacation. Employees with 5 years of seniority, earn an additional week of vacation, accrued in the same way.

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate

identifier.

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

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

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R •1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the? SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage

and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:

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

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

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END OF GENERAL DECISION"