SOLICITATION, OFFER,		1. SOLICITATION NUMBER		2. TYPE OF SOLICITATION		3. DATE ISSUED	PAGE OF PAG	€S
AND AWARD		SEALED		SEALED BID	(IFB)	02-27-2025	1	37
(Construction, Alteration, or Repair)		36C24425R0052	4425R0052 X NEGOTIATED (RFP)		(REP)	02-27-2025		
			X NEGOTIATE	) (IXI F )				
IMPORTANT - The "offer" section on the	reverse must	, , , , , , , , , , , , , , , , , , ,						
4. CONTRACT NUMBER		5. REQUISITION/PURCHASE 642-25-1-583-00		MBER	6. PROJECT	NUMBER		
		642-25-1-583-00	194		642-2	4-12/		
			_					
7. ISSUED BY	CODE	36C244		SS OFFER TO				
Department of Veterans Affai:	rs		c/o	allan.tabliago@	va.gov			
Network Contracting Office 4 3900 Woodland Ave.								
Philadelphia PA 19104								
9. FOR INFORMATION a. NAME	E			b. TELEPHONE NUMBER	R (Include area	a code) (NO COLLECT CALLS	S)	
CALL: All	an Tabliag	0		732-978-0110				
			CITATION					
NOTE: In sealed bid solicitations "offer" a								
10. THE GOVERNMENT REQUIRES PERFORMANCE	OF THE WORK D	DESCRIBED IN THESE DOCUME	ENTS (Title, id	entifying number, date)				
Backflow Preventer CLCProject	No. 642-24	-127						
<u> </u>								
<ol> <li>This procurement is a 100% To</li> <li>The NAICS Code is 236220 with</li> </ol>					Set-Asid	le (SDVOSBSA) uno	der MATOC.	
3. All information contained in					ther in	full text or ref	Terenced	
are to be considered part of thi	s solicita	tion and have the	same ef	fect as if incl	uded in	this solicitation	on and	
subsequent Task Order. 4. The Contractor shall be respo	nsible for	the correct title	e classi	fication of wor	kers and	d compliance with	n all	
applicable wage and hour laws.								
<ol> <li>The project magnitude is betw</li> <li>A scheduled site visit will t</li> </ol>			- 10.00	7 TT				
See location details within. NO			. 10.00	P.T.				
7. RFIs are due no later than 13			allan.t	abliago@va.gov.				
<ol> <li>No RFIs will be accepted beyo</li> <li>RFI responses will be issued</li> </ol>								
10. All proposals are due to the			ock 13a 1	oelow) 20 MAR 2	025 at 1	5:00 ET.		
11. Faxed proposals will not be								
12. E-mail proposals no later th 13. Award will be made to the lo						is in conformar	nce with th	his
solicitation.	owerd brobe		opono		0 01101,	10 111 001110111101	.00 "1011 0	
14. This solicitation may be can					n the be	est interest of t	the Corpora	al
Michael J. Crescenz Department c 15. Specifications attached.	or veterans	AIIAITS MEDICAL (	Lenter to	o do so.				
NOTE: Failure to return a signed	d copy of V	AAR 852.219-75 wil	ll resul	in a proposal	not bei	ng considered fo	or award.	
11. The Contractor shall begin performan	ce within $10$	calendar day	s and com	plete it within 35		calendar days after re	eceiving	
award, X notice to proceed.	This performa	ance period is	mandator	y negotiabl	e. (See _	52.211-10		).
40. THE CONTRACTOR MUST FURNICH ANY DECI-	UDED DEDECORA	AND DAVAGNE DONDO				LOU ON ENDAD DAYO		
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?  (If "YES," indicate within how many calendar days after award in Item 12B.)					12b. CALENDAR DAYS			
X YES NO						10		
13. ADDITIONAL SOLICITATION REQUIREMENTS:	1					15.	00 555	
a. Sealed offers in original and	1	copies to perform the					00 EDT	
(hour) local time 03-20-2025								
envelopes containing offers shall be	_		nd address	, tne solicitation num	iper, the da	ate and time offers are	e due.	
b. An offer guarantee X is,	is not requ	ired.						
c. All offers are subject to the (1) work	requirements	, and (2) other provisions	s and claus	es incorporated in tl	ne solicitati	ion in full text or by re	ference.	
d. Offers providing less than 120 calendar days for Government acceptance after the date offers are due will not be								

considered and will be rejected.

1. SOLICITATION NUMBER

2. TYPE OF SOLICITATION

3. DATE ISSUED

PAGE OF PAGES

			OF	ED /Must be	fully com	alatad by a	fforor\			
14. NAME AND ADI	ORESS OF OFF	FROR (Includ		FER (Must be				area code)		
14. NAME AND ADI	DIVEOU OF OFF	LITOIT (IIICIAC	ic Zii Oo	10)	10. 1222	15. TELEPHONE NUMBER (Include area code)				
					16. REMI	TTANCE ADD	RESS (Includ	e only if differen	t than Item 14	·.)
CODE	F	ACILITY CODE								
17. The offeror agre accepted by the the minimum re	e Government ir	n writing within _	· · · · · · · · · · · · · · · · · · ·	ces specified belo calendar days insert any numbe	after the date	offers are due	. (Insert	any number equ		er than
AMOUNTS										
18. The offeror agre	es to furnish an	y required perfo	ormance a	nd payment bond	S.					
			19 Δ	CKNOWLEDGME	NT OF AMEN	IDMENTS				
	(The offe	eror acknowledg		of amendments			ber and date o	f each)		
AMENDMENT	<u> </u>		<u> </u>			1				
NUMBER										
DATE.										
20a. NAME AND TI (Type or print)		N AUTHORIZE	D TO SIG	SN OFFER	20b. SIGNA	20b. SIGNATURE 20c. OFFER DATE				
			ΔW	ARD (To be	completed	hy Govern	nment)			
21. ITEMS ACCEPT	ED:		7111	7.1.12 (10.00	oop.o.co					
22. AMOUNT				23. ACCOL	INTING AND A	APPROPRIAT	ION DATA			
24. SUBMIT INVOIC	CES TO ADDRE		I	ITEM		25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO				
26. ADMINISTERED			1 0000							
			36C24	14		- Austin Payment Center				
Department of V Network Contract					Department of Veterans Affairs					
3900 Woodland A	***					PO Box 149971 Austin TX 78714-9971				
Philadelphia PA					PHONE:	(877) 353-9		FAX: (512	2) 460-542	9
	COI	NTRACTING	OFFIC	ER WILL CO	MPLETE I	□ │ MPLETE ITEM 28 OR 29 AS APPLICABLE				
28. NEGOTIAT								uired to sign this	document.)	Your
document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements 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 incorporated by reference in or attached to this contract.		, , , , , , , , , , , , , , , , , , ,				nent				
30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)			31a. NAM	31a. NAME OF CONTRACTING OFFICER (Type or print)						
30b. SIGNATURE			30	c. DATE	31b. UNIT	ED STATES (	OF AMERICA		31c. AWA	RD DATE
					RV					

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# INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO BIDDERS/OFFERORS

### 2.1 STATEMENT OF WORK

STATEMENT OF WORK for
PROJECT NO. 642-24-127—REPLACE BACKFLOW CLC at
CORPORAL MICHAEL J. CRESCENZ
DEPARTMENT OF VETERAN AFFAIRS MEDICAL CENTER
3900 WOODLAND AVENUE
PHILADELPHIA, PA 19104
November 15, 2024

### 1. Background Information

1.1 The CLC has two backflow preventers built into the water main. These preventers are located in Room Ba100. One (1) of these two (2) is failing and needs to be replaced, and a new valve should be introduced before both of them. In the same room, a small section of pipe is leaking and in danger of failing. This pipe shall also be replaced.

### **1.2** Location of Work

Address:

Corporal Michael J. Crescenz Department of VA Medical Center (CMCVAMC) 3900 Woodland Ave.
Philadelphia, PA 19104
Building 30 – Room Ba100

### 2. Scope of Work

- 2.1 The awarded Contractor shall supply all necessary tools, labor, equipment, materials, and supervision required to replace the backflow preventer, including the valves on either end. The new preventer is to be tested and certified after installation. A High-performace stainless steel butterfly valve shall be added to the system ahead of where the pipe splits for the two preventers. This addition will require some of the piping to be offset, pulling away from the wall and creating room for the new valve and associated fittings. Structural support shall be added as necessary to allow for this offset. The small section of piping and associated couplings shall be replaced with L-type copper.
- **2.2** Piping and all necessary materials must be prepared and prefabricated as necessary, as all work must be completed within a single 8-hour water shutdown.

Contractor must give VA, in writing, 15 days advance notice to coordinate shutdowns.

- **2.3** All new work is to be pressure tested and hyperchlorinated. The entire building must be hyperchlorinated once all work has been completed.
- **2.4** No large dumpsters will be permitted on site. Tommy Carts or equivalent will be used and will be coordinated with the project COR. Label Tommy Cart or equivalent with Company Name, Address, & Primary Contact Information.
- **2.5** Personal Protective Equipment (PPE). Contractor shall wear appropriate PPE per OSHA standards and regulations and contractors' safety plan.

### 3. Period of Performance

All work shall be complete within 35 calendar days from the Notice to Proceed (NTP).

### 4. Additional Information

### 4.1 Safety and Security

- **4.1.1** 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 will be clearly displayed by contractor personnel while at the facility.
- 4.1.2 The contractor shall adhere to all OSHA, EPA, NFPA Life Safety Codes, and all other regulatory requirements. 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 personal protective equipment required to perform the duties outlined in the contract. In addition, the contractor is respoVnsible for identifying and providing all applicable safety programs (i.e., lockout/tag out, confined space entry, universal precautions, etc.) required performing the work. The contractor is responsible for providing its employees

appropriate training on safety programs and the proper use of Personal Protective Equipment (PPE). Documentation shall be maintained by the contractor.

- **4.1.3** The C&A requirements do not apply, and a Security Accreditation Package is not required.
- 4.1.4 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 if any system is inoperable or hazardous via telephone and email.

### 4.2 Contractor Parking and Storage

- **4.2.1** No parking is available.
- **4.2.2** Contractor storage is very limited and the CMCVAMC may not be able to accommodate requests for storage.

### 4.3 Infection Control Risk Assessment (ICRA) and Worksite Cleanliness

- 4.3.1 Infection Control Risk Assessment (ICRA) Protection will be required around the affected area. ICRA Protection will all be level 3. The Contracting Officer Representative (COR) and Infection Control will inspect and accept the ICRA barriers once the contractor's Superintendent alerts all that the barriers are ready for inspection. No construction work will be allowed to commence until after the ICRA barriers have been inspected and accepted by Infection Control personnel and the Project COR.
- 4.3.2 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.

### 4.4 Working Hours

- 4.4.1 Unless otherwise approved by the COR, all work will be performed between 3:00 pm 11:00 pm ET Monday through Friday. If the contractor desires to work outside these hours or over a weekend, prior approval is required from the CO and COR. Requests to modify these working hours shall be submitted in writing to CO and COR at least 3 days in advance to ensure patient care in uninterrupted and COR coverage of work is available. Weekend access is available through the B Gate Entrance on Woodland Ave.
- **4.4.2** The following federal holidays are observed, and no work shall be scheduled.

DATE	HOLIDAY
Wednesday, January 01	New Year's Day
Monday, January 20	Birthday of Martin Luther King, Jr.
Monday, January 20	Inauguration Day
Monday, February 17	Washington's Birthday
Monday, May 26	Memorial Day
Thursday, June 19	Juneteenth National Independence Day
Friday, July 04	Independence Day
Monday, September 01	Labor Day
Monday, October 13	Columbus Day
Tuesday, November 11	Veterans Day
Thursday, November 27	Thanksgiving Day
Thursday, December 25	Christmas Day

### 4.5 Utility Shutdowns and Lock-out Tag-out

- 4.5.1 The Contractor shall submit a request to interrupt any CMCVAMC CLC utility services to COR, in writing, 15 days in advance of the proposed interruption. The request will be made on the CMCVAMC FMS Utility Shutdown Request Form and much indicate the reason, date, exact time of, and approximate duration of such interruption. The contractor shall work with the COR and other 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.
- **4.5.2** CFR 1910.147 App A Typical Minimal Lockout Procedures shall be used for all Lock-Out Tag-out requirements (https://www.osha.gov/laws-regs/regulations/standardnumber/1910/1910.147AppA).

### 4.6 Specifications

- 4.6.1 Section 01 00 00, General Specifications.
- 4.6.2 Section 01 74 19, Construction Waste Management.
- 4.6.3 Section 13 05 41, Seismic Restraint Requirements for Non-structural Components.
- 4.6.4 Section 22 05 11, Common Work Results for Plumbing.
- 4.6.5 Section 22 05 19, Meters and Gauges for Plumbing Piping.
- 4.6.6 Section 22 05 23, General-Duty Valves for Plumbing Piping.
- 4.6.7 Section 01 32 16.15, Project Schedules (Small Projects-Design/Bid/Build).

=====END OF DOCUMENT=====

### 2.2 MATOC TASK ORDER GENERAL INSTRUCTIONS

### 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. RFIs to be submitted to: <a href="mailto:allan.tabliago@va.gov">allan.tabliago@va.gov</a> by the date and time identified in Block 10, Item 7 of the SF1442.

### **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 SF1442, a written statement of work, 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 SF1442 with Blocks 30 A, B, and C signed and dated.
- Acknowledgement of any and all amendments in Blocks 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. Signed VAAR Clause 852.219-75.
- 4. Completed Price/Cost schedule.
- 5. Signed E1 Calculation worksheet for self-performed and subcontracted work.
- 6. Completed Bid Form, see attached.

### 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 – CALCULATION WORKSHEET FOR SELF-PERFORMED AND SUBCONTRACTED WORK

### E1. CALCULATION OF SELF-PERFORMED/SUBCONTRACTED WORK

Offerors for General Construction (NAICS code 236220) must provide at least 15 percent (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	SDVOSB Vendor (Y or N)	Personnel Cost	Material/Equipment Costs
Division			Cosis
Division 01		\$	\$
Division 02		\$	\$
Division 03		\$	\$
(Add additional lines as necessary for each Division applicable to this project)		\$	\$
		\$	\$
		Subtotal	\$
		(Personnel Costs, Material/Equipment Costs)	
		Profit	\$
		Home Office Overhead	\$
		Bond	\$
		Grand Total	\$

# 2. <u>Calculation of self-performed personnel costs:</u>

Item No.	Cost	Subtotal
1	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:	\$
3	Remainder is 'Total amount of work to be self- performed under the Contract':	\$
4	Total Self-performed work = Line 3/Line 1 x 100 =	%

directly ch		rs, mechanics, other tradesme ncludes project manager, job s	·
□I certify t	the above representat	ions are true and correct to the	best of my knowledge.
Signature Represent	of Authorized tative	Print Name	Date
Title of Au Represent			

### PART F - SCHEDULE OF PRICES/DESCRIPTION

### F1. Price/Cost Schedule

Item No. 0001 Base Price- The contractor shall provide all labor, supplies, and 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 NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	SERVICE	QTY	UNIT	UNIT PRICE	AMOUNT	
0001	Base Price Lump Sum	Construction	1.0	JB	\$	\$	
	Project No. 642-16-102Replacement of Sanitary Mains Building 1 Crawlspace  PRINCIPAL NAICS CODE: 236220 - Commercial and Institutional Building Construction PRODUCT/SERVICE CODE: Z2DA - Repair or Alteration of Hospitals and Infirmaries						
					GRAND TOTAL	\$	

Contract Type: Firm Fixed Price (FFP)

FOB: Destination

Performance Period: 35 Days

### **Basis for Award:**

FOR THE PURPOSE OF THIS TASK ORDER THE BASIS FOR THE AWARD IS, THE 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 - 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: 17.2%

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

The Geographical covered area for this solicitation (project): 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).

### **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.

# 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 their abbreviations is to instead be read as and substituted with 'Contracting Officer's Representative' (COR).

### **SECTION E - SOLICITATION PROVISIONS**

# E.1 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) ALTERNATE I (FEB 1995)

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

06 MAR 2025 at 10:00 ET

(c) Participants will meet at—

Building 5 Trailer Conference Room Corporal Michael J. Crescenz Department of Veterans Affairs Medical Center 3900 Woodland Ave. Philadelphia, PA 19104

(End of Provision)

### **GENERAL CONDITIONS**

# 4.1 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:	
Date:	
Company Name and Address:	
	(End of Clause)

### **4.2 WAGE RATES**

"General Decision Number: PA20250003 02/21/2025

Superseded General Decision Number: PA20240003

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

```
determination, if it is
                                  higher) for all hours
                                  spent performing on the
                                  contract in 2025.
| If the contract was awarded on | . Executive Order 13658
|or between January 1, 2015 and | generally applies to the
|January 29, 2022, and the | contract.
|contract is not renewed or |. The contractor must pay
|extended on or after January | covered workers at least
|30, 2022:
                                  $13.30 per hour (or the
                                  applicable wage rate
listed
                               | on this wage
determination,
                                 if it is higher) for all
                                 hours spent performing on
                                  that contract in 2025.
```

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.

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....\$ 51.36 30.02 -----BRPA0001-011 05/01/2024

Rates Fringes

MASON - STONE	\$ 48.40	31.95
BRPA0001-015 05/01/2024		
	Rates	Fringes
Pointer, caulker and cleaner	\$ 50.00	30.70
 CARP0158-001 05/01/2024		
	Rates	Fringes
Carpenter/Lather	\$ 54.13	29.78
 CARP0219-005 05/01/2024		
	Rates	Fringes
MILLWRIGHT	\$ 53.54	36.94
 CARP0251-001 05/01/2024		
	Rates	Fringes
FLOOR LAYER: Carpet	\$ 55.07	31.33
 CARP0474-004 05/01/2024		
	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) (Installation of Voice Data, IT Network, Wifi))	\$ 63.97	30.40
 ELEV0005-001 01/01/2024		
	Rates	Fringes
ELEVATOR MECHANIC	\$ 68.97	37.885+a+b
FOOTNOTES FOR ELEVATOR MECHAN	ICS:	
A. PAID VACATION: Employer	contributes 8%	of basic
hourly rate for 5 years or more of	service or 6% f	or 6 months to
5 years of service.		
B. Eight Paid Holidays (proconsecutive days before and holiday): New Years's Day; Day; Labor Day; Veteran's Day; That after Thanksgiving Day, and	the working day Memorial Day; I hanksgiving Day	after the ndependence
arter manksgrving bay, and		
* ENGI0542-002 05/01/2024		
	Rates	Fringes
Power equipment operators:  GROUP 1	\$ 56.37 \$ 53.11 \$ 56.13 \$ 49.03 \$ 48.73 \$ 47.00	33.65+A 34.53+A 33.58+A 34.45+A 32.37+A 32.28+A 31.78+A 31.48+A

Day

FOOTNOTE: A. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day and Christmas

\*\*\*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-containes), (drillmaster type) forklift (20 ft. and over), Moter patrols (fine grade), Batch plant with mixer,

Carryalls, Scraper, Trounapulls, Roller (Hith 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 (tublar), bobcat. side broom, directional boring machines, vermeer saw type machines (other than than hand held tractor sounted

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), Fork lift trucks of all types, High pressure boliers 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 wate 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.

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IRON0401-002 07/01/2024

		Rates	Fringes
IRONWORKER, S	TRUCTURAL 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 fours 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  $\operatorname{Day}$ .

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IRON0405-004 07/01/2024

	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 fours 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 efore

Christmas Eve and the first working day after Christmas Day.

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LABO0332-001 05/01/2024

	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 (multiple); circular caisson excavation; underpinning excavation

GROUP 5: Caisson bottom man

GROUP 6: Yard workers

GROUP 7: Trackmen; brakemen; groutmen; bottom shaft men;

all other men in free air tunnels

GROUP 8: Form setters

GROUP 9: Miners bore driver; blasters; drillers; pneumatic shield operators

GROUP 10: Welders and burners		
GROUP 11: Mason Tender		
LABO0332-002 05/01/2024		
	Rates	Fringes
LABORER (Asbestos Abatement, Toxic and Hazardous Waste Removal, Lead Based Paint Removal)\$	39.40	26.89
LABO0413-004 05/01/2024		
	Rates	Fringes
Landscape Laborer Farm Tractor Driver, Hydroseeder Nozzleman and Mulcher Nozzleman\$	30.28	23.62+A
FOOTNOTE: A. PAID HOLIDAYS: Independence Thanksgiving Day.	Day, Labor Day	, and
 MARB0001-003 05/01/2021		
	Rates	Fringes
MARBLE FINISHER\$ TERRAZZO FINISHER\$ TILE FINISHER\$	27.03	20.75 20.58 20.75
 MARB0003-002 05/01/2021		
	Rates	Fringes
MARBLE SETTER\$	44.90	30.75

TERRAZZO WORKER/SETTER\$ 48.01	28.67
PAIN0021-001 05/01/2021	
Rates	Fringes
Painters:  Brush, Roller\$ 41.24  Spray, Steel and Swing\$ 42.49	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	
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\$ 41.48 Shingles\$ 31.25 Slate and Tile\$ 34.25  FOOTNOTE (Composition Roofer only): A. PAID HOLIDAY: Election Day	33.37+A 21.75+A 21.75+A
 * SFPA0692-001 01/01/2025	
Rates	Fringes
SPRINKLER FITTER\$ 66.22	34.25
 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 CONSTRUCTION)  GROUP 1		
GROUP 3		
GROUP 1	\$ 36.24	21.555+a+b 21.555+a+b 21.555+a+b
TRUCK DRIVERS CLASSIFICATIONS (E	BUILDING CONST	RUCTION)
GROUP 1 - Stake body truck (si under vehicles	ingle axle), 1	.1/2 ton and
GROUP 2 - Truck driver over 11	l/2 tons, dump	trucks,
<pre>tandem   and batch trucks, semi-trailer and</pre>	rs, agitator m	nixer trucks
dumcrete type vehicle, asphalt tractors	distributors	s, farm
when used for transportation,	stake body tr	ruck (tandem)
GROUP 3 - Euclid type, off-helly dump trucks and double-hell (ross) carrier, lowbed trailer	nitched equipm	
TRUCK DRIVERS CLASSIFICATIONS AND UTILITIES ON BUILDING CONSTRUC		ATION, PAVING
GROUP 1 - Stake body truck (sing	gle axle), dum	npster

GROUP 2 - Dump trucks, tandem and batch trucks, semi-trailers, 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 work days before and at least one day in the three work days after the said holiday. Emloyee earns a personal holiday every two months, provided employee has worked twenty-six day

each consecutive two month period, up to a maximum of five

per calendar year. After 130 work days 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 day 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.

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave

for Federal Contractors applies to all contracts subject to the

Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this

contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their

own illness, injury or other health-related needs, including

preventive care; to assist a family member (or person who is

like family to the employee) who is ill, injured, or has other

health-related needs, including preventive care; or for reasons

resulting from, or to assist a family member (or person who is

like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information

on contractor requirements and worker protections under the  $E \cap A$ 

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)).

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The body of each wage determination lists the classifications

and wage rates that have been found to be prevailing for the

type(s) of construction and geographic area covered by the wage

determination. The classifications are listed in alphabetical

order under rate identifiers indicating whether the particular

rate is a union rate (current union negotiated rate), a survey

rate, a weighted union average rate, a state adopted rate, or a

supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than

""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was

prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the

example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes

over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for

those classifications, but that 100% of the data reported for

the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a

weighted union average rate. OH indicates the State of Ohio.

The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024

in the example, indicates the date the wage determination was

updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to

reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union

rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by

computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted

average rate includes all rates reported in the survey, it may

include both union and non-union rates. Example: SUFL2022-007

6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that

classification. FL indicates the State of Florida. 2022 is the

year of the survey on which these classifications and rates are

based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date

for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey

is conducted. However, the Wage and Hour Division (WHD) has

discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and

prevailing wage rates set by a state (or local) government were

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. The date, 01/03/2024 in the example, 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.

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### WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests

for summaries of surveys, should be directed to the WHD Branch

of Wage Surveys. Requests can be submitted via email to

davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be

directed to the WHD Branch of Construction Wage Determinations.

Requests can be submitted via email to BCWD-Office@dol.gov or

by mail 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 an initial decision has been issued, then any interested

party (those affected by the action) that disagrees with the

decision can request review and reconsideration from the Wage

and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Requests for review and reconsideration can be submitted via

email to dba.reconsideration@dol.gov or by mail 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 any information (wage payment

data, project description, area practice material, etc.)

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.

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END OF GENERAL DECISION"

### **End of Document**

See attached document: Atch 1 642-24-127 Project Specifications.

See attached document: Atch 2 Bid Form.