



**US Army Corps  
of Engineers®**

Fort Worth District

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# Design-Build Request For Proposal

REPUBLIC OF SINGAPORE AIR FORCE (RSAF)  
FACILITY RENOVATIONS FOR F-16 AND F-35 EBBING  
NGB  
Fort Smith, Arkansas

W9126G24R10BP  
July 2024

Vertical MATOC Unrestricted Pool SWD Area of Responsibility - W9126G24D0007, 0008, 0010, 0011,  
0012, 0025, 0026, 0027

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DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS, FORT WORTH DISTRICT  
P.O. BOX 17300  
FORT WORTH, TX 76102-0300

23 July 2024

SUBJECT: Request for Proposal (RFP) W9126G24R10BP for the FY24, Republic of Singapore Air Force (RSAF) Facility Renovations for F-16 and F-35 Ebbing NGB, Fort Smith, Arkansas.

**W9126G24D0007**

MA Mortenson  
Attn: Allen Troshinsky  
700 Meadow LN N  
Minneapolis, Minnesota 55422  
FederalContracting@mortenson.com

**W9126G24D0008**

Gilbane Federal JV  
Attn: Rob Clark  
7 Jackson Walkway  
Providence, RI 02903  
FtWorthVerticalMATOC@GilbaneCo.com

**W9126G24D0010**

MW Builders Inc.  
Attn: Todd Winnerman  
3712 Helios WAY  
Pflugerville, Texas 78660  
twinnerman@mwbuilders.com

**W9126G24D0011**

Sauer Construction  
Attn: Gary Weeks  
6621 Southpoint DR N STE 200  
Jacksonville, Florida 32216-0952  
gweeks@sauer-inc.com

**W9126G24D0012**

Walsh Construction Company II, LLC  
Attn: Sean Walsh  
929 West Adams Street  
Chicago, Illinois 60607  
swalsh@walshgroup.com

**W9126G24D0025**

Hensel Phelps Construction Co.  
Attn: Mark Clarke  
8326 Cross Park Dr.  
Austin, Texas 78754  
mclarke@henselphelps.com

**W9126G24D0026**

W.G. Yates & Sons Construction  
Attn: Brandon Dunn  
104 Gully Ave.  
Philadelphia, Mississippi 39350  
bdunn@wgates.com

**W9126G24D0027**

Zodiack-Poettker HBZ JV II LLC.  
Attn: Baskar Subbarao  
7305 Marietta Ave.  
Saint Louis, Missouri 63143  
baskar@zodinc.com

Dear MATOC Contractors,

Enclosed is the RFP for W9126G24R10BP for the FY24, Republic of Singapore Air Force (RSAF) Facility Renovations for F-16 and F-35 Ebbing NGB, Fort Smith, Arkansas.

Proposals are due **22 August 2024 at 1000 CT** and must include a completed bid

schedule and all required documents as described under 00 21 16. Electronic copies of each volume shall be submitted through the Solicitation Module of the Procurement Integrated Enterprise Environment (PIEE) suite at <https://piee.eb.mil/>. Proposals submitted by mail or hand carried will not be evaluated. Proposals sent through proprietary or third-party File Transfer Protocol (FTP) sites or DoD SAFE will not be retrieved. It is the responsibility of the Offeror to confirm receipt of proposals. All proposals received after the exact time specified for receipt shall be treated as late submissions and will not be considered except under facts and circumstances allowed by the Federal Acquisition Regulation (FAR).

The magnitude of construction is \$25,000,000 and \$100,000,000.

Please NOTE this solicitation requires offerors to enter a National Institute of Standards and Technology (NIST) score in the Supplier Performance Risk System (SPRS) prior to award of the task order.

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

Please contact [lindsay.m.chvilicek@usace.army.mil](mailto:lindsay.m.chvilicek@usace.army.mil) if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Nicholas Johnston". The signature is written in a cursive, flowing style.

Nicholas Johnston  
Contracting Officer

Ebbing RSAF Facility Renovations for F-16 and F-35  
Fort Smith, AR

CONTRACT LINE ITEM SCHEDULE

No.	Description	Quantity	Unit	Price	Amount
<b>BASE OFFER:</b> All work required by the Contract exclusive of other work listed separately.					
0001	All work required for design of building 201 in accordance with the project scope requirements.	1	JA	\$ ***	\$ _____
0002	All work required for construction of building 201 in accordance with the project scope requirements	1	JA	\$ ***	\$ _____
0003	All work required for design of building 202 in accordance with the project scope requirements.	1	JA	\$ ***	\$ _____
0004	All work required for construction of building 202 in accordance with the project scope requirements	1	JA	\$ ***	\$ _____
0005	All work required for design of building 214 in accordance with the project scope requirements.	1	JA	\$ ***	\$ _____
0006	All work required for construction of building 214 in accordance with the project scope requirements	1	JA	\$ ***	\$ _____
0007	All work required for design of building 216 in accordance with the project scope requirements. (See Note 10)	1	JA	\$ ***	\$ _____
0008	All work required for construction of building 216, excluding the DV Meeting Room addition, in accordance with the project scope requirements. (See Note 10)	1	JA	\$ ***	\$ _____
0009	All work required for construction DV Meeting Room addition (1,410 GSF) of building 216 in accordance with the project scope requirements. The proposed price of this CLIN shall not exceed \$3.5 Million. (See NOTE 4, 10, and 11)	1	JA	\$ ***	\$ _____

Ebbing RSAF Facility Renovations for F-16 and F-35  
Fort Smith, AR

CONTRACT LINE ITEM SCHEDULE

No.	Description	Quantity	Unit	Price	Amount
0010	All work required for design of building 218 in accordance with the project scope requirements.	1	JA	\$ ***	\$ _____
0011	All work required for construction of building 218, excluding the small addition, in accordance with the project scope requirements	1	JA	\$ ***	\$ _____
0012	All work required for construction of the small addition (1,029 GSF) to Building 218 in accordance with the project scope requirements. The proposed price of this CLIN shall not exceed \$3.5 Million. (See NOTE 4 and 11)	1	JA	\$ ***	\$ _____
0013	Hazardous Material Abatement and Disposal Allowance. (See NOTE 12)	1	JA	\$ ***	\$ <u>\$50,000</u>
<b>TOTAL OFFER</b>					\$ _____

**Contract Duration in Calendar Days After the Notice to Proceed is received. \*** \_\_\_\_\_ DAYS

\*Note: Contract duration for all work shall NOT exceed the duration specified in Section 01 00 00.00 44 DESIGN AND CONSTRUCTION SCHEDULE.  
See Note No. 4

Ebbing RSAF Facility Renovations for F-16 and F-35  
Fort Smith, AR

CONTRACT LINE ITEM SCHEDULE

NOTES:

NOTE NO. 1 To better facilitate the receipt and proposal process, all modifications to proposals are to be submitted on copies of the latest Contract Line Item (CLIN) schedules as published in the solicitation or the latest amendment thereto. In lieu of indicating additions/deductions to line items, all Offerors should state their revised prices for each item.

NOTE NO. 2 Offerors must insert a price on all numbered items of the CLIN Schedule. Failure to do so may result in the offer being unacceptable.

NOTE NO. 3 CLIN 0001, 0003, 0005, 0007, and 0010, design includes costs for efforts related to the design of the complex, as well as any related costs for the contractor's coordination during design (see UAI 5152.236-9011 Design-Build Construction Contracts). In general, include engineering and designer costs for efforts after the Design Complete or Issued for Construction documents in the construction CLIN's.

NOTE NO. 4 The Offeror must propose a total integrated contract duration in number of calendar days after the Notice to Proceed (NTP) is received by the Contractor. The total number of proposed calendar days for contract completion, must not exceed the number of calendar days specified in Section 01 00 00.00 44 *Design and Construction Schedule*. The proposed duration shall become the required contract duration. Day number 1 is the day after the date of receipt of the NTP.

NOTE NO. 5 Responders are advised that this requirement may be delayed, cancelled, or revised at any time during the solicitation, selection, evaluation, negotiation and/or final award process based on decisions related to DOD changes in force structure and disposition of the Armed Forces.

NOTE NO. 6 The Army will procure this facility in accordance with the provisions set forth in this Request for Proposals (RFP). When awarded, it will be a "Firm Fixed Price Contract."

NOTE NO. 7 Any proposal that is materially unbalanced may be rejected. An unbalanced proposal is one that is based on prices significantly less than the cost for some work and prices that are significantly overstated for other work and can also exist where only overpricing or underpricing exists.

NOTE NO. 8 ABBREVIATIONS

For the purpose of this solicitation, the units of measure are represented as follows:

JA (Job)

NOTE NO. 9 Profit will not be paid on bonds or insurance.

NOTE NO. 10 Construction Completion of Building 216, CLINs 0008 and 0009, required by 30 June 2026

NOTE NO. 11 The proposed price for new additions, CLINs 0009 and 0012, shall not exceed \$3.5M each.

NOTE NO. 12 A sum, not to exceed \$50,000, has been identified as an allowance to be included in the Contractor's proposal to cover the abatement of all hazardous materials [if found] during the renovations required for this project and includes all work within this CLIN. The Contractor shall assume full responsibility and liability for compliance with all standards regarding work practices; hauling and disposal; and protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The Contractor shall hold the Owner and Designer harmless for failure to comply with any applicable standard on the part of him/herself, employees, or subcontractors.



Ebbing RSAF Facility Renovations for F-16 and F-35  
Fort Smith, AR

CONTRACT LINE ITEM SCHEDULE

NOTE NO. 12 CONTINUED The hazardous materials survey for suspect material is a part of the Base Bid for design-construction and all costs for performing the survey and reporting the results shall be included there. The sum allowance for Hazardous Material Abatement is a Limitation of Cost for this work. Upon completion of the survey and exercising this CLIN, provide competitive bids from a minimum of three (3) hazardous abatement specialty subcontractors for all work to include final hazmat disposal, clearances, and cleanup. Provide the results of the bids (to include G&A, profit, insurance and bond costs), a contractor-performed analysis of the bids received, verification of responsiveness of bids, identification of strengths and weaknesses of each bid, any deficiencies or omissions in the bids, recommended means & methods of abatement, and recommendation of the best value bid for Government review and acceptance.

The scope of work within this CLIN covers the filing of required notifications; transportation and landfill charges; and supplying of all labor, tools, materials, equipment, services, and appurtenances to accomplish the work below. The work shall be performed to the complete satisfaction of the Owner, Owner's Independent Environmental Consultant, and the testing agency, in accordance with the current the United States Environmental Protection Agency (EPA) and the Occupational Health and Safety Administration (OSHA) regulations, the District of Columbia Department of Energy & Environment (DOEE) regulations, and any other applicable Local Government regulations. There must be a state licensed asbestos abatement supervisor present and working during the scheduled shifts. This person is the Abatement Contractor's representative responsible for compliance with all applicable Federal, State, and local regulations, particularly those relating to asbestos-containing materials.

The Period of Performance includes time for hazardous material abatement and no additional time or general conditions will be granted for the work. Prior to start of work, the Contractor shall submit an Abatement Plan and anticipated work schedule to be approved by the Government. Based on the results of the hazardous materials survey and competitive bids for abatement, this CLIN allowance shall be adjusted up or down by a contract modification to a final value.

END OF CLIN SCHEDULE

## Section 00 21 00 – Clauses and Provisions

### CLAUSES AND/OR PROVISIONS INCORPORATED BY REFERENCE

52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.225-12	Notice of Buy American Requirement – Construction Materials Under Trade Agreements	MAY 2014
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	NOV 2023

### CLAUSES AND/OR PROVISIONS INCORPORATED BY FULL TEXT

#### 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)

Any contract awarded as a result of this solicitation will be  DX rated order;  DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

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

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

(End of provision)

#### 52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 20% percent of the bid price or \$3,000,000.00, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of provision)

#### 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

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

(b) An organized site visit has been scheduled for: Refer to Section 00 21 30 for Site Visit Information

(End of provision)

**End of Section 00 21 00**

## Section 00 21 16 - Instructions, Conditions, and Notices to Offerors

### PART I – GENERAL INFORMATION

#### A. INQUIRIES

##### OFFEROR'S QUESTIONS AND COMMENTS

Questions and/or comments relative to these documents should be submitted via e-mail to:

Contract Specialist – Primary POC

Lindsay Chvilicek

Email: [lindsay.m.chvilicek@usace.army.mil](mailto:lindsay.m.chvilicek@usace.army.mil)

Phone: (817) 408-5319

With a courtesy copy to the Contracting Officer

Nicholas Johnston

Email: [nicholas.i.johnston@usace.army.mil](mailto:nicholas.i.johnston@usace.army.mil)

Phone: (817) 866-1006

##### BIDDER INQUIRY

Technical inquiries and questions relating to proposal procedures or bonds are to be submitted via:

Bidder Inquiry in ProjNet at <http://www.projnet.org/projnet>

To submit and review bid inquiry items, bidders will need to be a current registered user or self-register into system. To self-register go to web page, click BID tab select Bidder Inquiry, select agency USACE, enter Key for this solicitation listed below, and your e-mail address, click login.

Fill in all required information and click create user. Verify that information on next screen is correct and click continue.

From this page you may view all bidder inquiries or add inquiry.

Bidders will receive an acknowledgement of their question via email, followed by an answer to their question after it has been processed by our technical team.

The Solicitation Number is: **W9126G24R10BP**

The Bidder Inquiry Key: **M2UXXU-X44Q2X**

Last day to submit ProjNet questions is seven (7) calendar days prior to proposal due date in order to ensure adequate time is allotted to form an appropriate response and

amend the solicitation, if necessary. If the system is not closed in a timely manner, an inquiry posted within seven calendar days of the receipt of proposals will still be regarded as untimely and will not be afforded a substantive response.

Offerors are requested to review the specification in its entirety, review the Bidder Inquiry System for answers to questions prior to submission of a new inquiry. The call center operates weekdays from 8AM to 5PM U.S. Central Time Zone. The telephone number for the Call Center is 800-428-HELP.

Offers will NOT be publicly opened. Information concerning the status of the evaluation and/or award will NOT be available after receipt of proposals.

Oral explanations or instructions are not binding. Any information given to an Offeror which impacts the solicitation and/or offer will be given in the form of a written amendment to the solicitation.

As this is a competitive negotiation acquisition, there is no public bid opening, and no information will be given out as to the number of Offerors or the results of the competition until all awards are made.

## **B. DIRECTIONS FOR SUBMITTING PROPOSALS**

1. Electronic copies of each volume shall be submitted through the Solicitation Module of the Procurement Integrated Enterprise Environment (PIEE) suite at <https://piee.eb.mil/>.

Proposals submitted by mail or hand carried will not be evaluated. Proposals sent through proprietary or third-party File Transfer Protocol (FTP) sites or DoD SAFE will not be retrieved. It is the responsibility of the Offeror to confirm receipt of proposals. All proposals received after the exact time specified for receipt shall be treated as late submissions and will not be considered except under facts and circumstances allowed by the Federal Acquisition Regulation (FAR). There are 10 general steps a vendor must follow in order to use PIEE application modules. A complete list can be viewed at the following site:

<https://piee.eb.mil/xhtml/unauth/web/homepage/vendorGettingStartedHelp.xhtml#step5>

For instructions on how to post an offer, please refer to the Posting Offer demo: [https://pieetraining.eb.mil/wbt/sol/Posting\\_Offer.pdf](https://pieetraining.eb.mil/wbt/sol/Posting_Offer.pdf).

It is the Offeror's responsibility to obtain written confirmation of receipt of all electronic files of the full proposal by the Fort Worth District Contracting office. In the event that the Solicitation Module is down, the alternate method for proposal submission is via email to: [lindsay.m.chvilicek@usace.army.mil](mailto:lindsay.m.chvilicek@usace.army.mil) or the PCO, [nicholas.i.johnston@usace.army.mil](mailto:nicholas.i.johnston@usace.army.mil).

The Offeror must obtain prior approval from the Contracting Officer:

[nicholas.i.johnston@usace.army.mil](mailto:nicholas.i.johnston@usace.army.mil) to use the alternate submission method. Offerors are responsible for ensuring electronic copies are virus-free and shall run an anti-virus scan before submission.

Electronic copies of each volume shall be compatible with the following software products: Adobe Acrobat Reader 11 and Microsoft Office Suite 2016. Narrative portions of the proposal shall be in Adobe Acrobat portable document file (pdf) searchable text format. The Offeror shall not embed sound or video (e.g., MPEG) files into the proposal files. Electronic files shall be clearly identified for each volume, section, and item.

2. DELIVERY of hard copies and/or CD-ROMs of offers, modifications thereto, or cancellations of offers will NOT be accepted.

3. FACSIMILE OFFERS, modifications thereto, or cancellations of offers will NOT be accepted.

**Only the PIEE submitted proposals will be accepted and evaluated by the Government.**

**C. NIST GUIDANCE:** Please NOTE this solicitation requires offerors to enter a National Institute of Standards and Technology (NIST) score in the Supplier Performance Risk System (SPRS) prior to award of this solicitation.

**D. PROPOSAL EXPENSES AND PRE-CONTRACT COSTS:** This Request for Proposal (RFP) does not commit the Government to pay as a direct charge any costs incurred by the Offeror in the preparation and submission of its proposal or revisions. A stipend is not authorized for unsuccessful offerors.

**E. SITE VISIT:** Pursuant to Contract Clause "FAR 52.236-3, Site Investigation and Conditions Affecting the Work," prospective offerors will be permitted to inspect the site where services are to be performed and to satisfy themselves as to all general and local conditions that may affect the cost of performance of the Contract to the extent such information is reasonably obtainable. Offerors are urged and expected to inspect the site where the work will be performed. Reference Section 00 21 30 for site visit details.

## **PART II – PROPOSAL INSTRUCTIONS**

### **A. PROPOSAL SUBMISSION REQUIREMENTS AND INSTRUCTIONS**

#### **1. PROPOSAL FORMAT & GENERAL INSTRUCTIONS**

a. Submit only the electronic files specifically authorized and/or required elsewhere in this section. Do not submit excess information, to include audio-visual materials, electronic media, etc. All pages shall be numbered.

b. Although hard copies are not accepted, each file shall be clearly indexed, and logically assembled. Font size shall be 12 or larger. An unusual font style, such as script or condensed print, shall not be used for any submission. All page margins shall be at least one (1) inch wide, but may include headers and footers of the solicitation, project title, and company. Pages shall be formatted to print on 8 ½ by 11 inch paper, unless another paper size is specifically authorized elsewhere in this section for a particular submission. Spreadsheets, drawings, and schedule diagrams must fit to 11x17 inch paper size unless specifically authorized in this section for a particular submission. Offerors shall prepare proposals in the English language. Proposals shall be in a narrative format, organized and titled so that each section of the proposal follows the order and format of the factors. Information presented should be organized so as to pertain to only the evaluation factor in the section that the information is presented. Information pertaining to more than one evaluation factor should be repeated in each section for each applicable factor. Electronic files shall be Microsoft Windows compatible. Files shall be submitted in their native format (i.e., doc, xls, ppt, etc.), or if in pdf format, shall be in searchable text. If the electronic files are of a size at which they must be compressed (zipped), they shall be compressed into one zipped folder.

c. Interested parties shall submit responses no later than the date specified on the solicitation document. The time & date of proposal receipt will be the delivery time & date recorded within PIEE. Do not assume that electronic submission will occur instantaneously. Large files may take some time to upload. Offerors should time their upload effort with prudence by not waiting until the last few minutes—this will allow for unexpected delays in the transmittal process and troubleshooting. Proposal submission difficulties should be coordinated with the PIEE Service Desk at 1-866-618-5988. Offerors are encouraged to keep a copy of the upload confirmation for their record. Submissions received after the deadline will be considered late.

d. “Confidential” projects cannot be submitted to demonstrate capability unless all the information required for evaluation as specified herein can be provided to the Government as part of the Offeror’s technical proposal. Offerors that include in their proposals information that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, must be clearly marked in accordance with the instructions at FAR 52.215-1, Instructions to Offerors—Competitive Acquisition”, paragraph (e), “Restriction on disclosure and use of data”.

e. Proposal revisions shall be submitted as page replacements with revised text readily identifiable, e.g., bold face print or underlining. The source of the revision or

amendment, e.g., Error, Omission or Clarification shall be included and be annotated for each revision. Proposal replacement pages shall be numbered and clearly marked “REVISED”, with the date of revision.

f. All offerors are required to bookmark their proposal in order to assist with the evaluation of proposals.

g. The following volumes of material shall be submitted:

Volume	Title	Digital Copies	Maximum Pages
I	Technical	1	See below
	Factor 1	1	<ul style="list-style-type: none"> <li>- 3 projects with one double sided each (total of 3 double sided)</li> <li>- Supplemental Narrative – 1 double sided</li> <li>- <b>TOTAL of 4 double sided as noted above for this factor</b></li> </ul>
	Factor 2	1	- 4 double sided
	Factor 3	1	- 6 double sided
	Factor 4	1	- 4 double sided
	Factor 5	1	- 8 double sided
	Factor 6	1	- No page limit
II	Offeror’s Certifications and Price	1	- No page limit

***NOTE: Page limitations, where specified in the RFP, shall be considered a maximum. Pages that exceed the required page limitations will not be evaluated. Additional pages over the maximum allowed will be removed or not read and will not be evaluated by the Government.***

h. Proposal Formats/sections

(1) Cover Page. Include the title of the solicitation, solicitation number, offeror name and date of the submittal.

(2) Table of Contents. Each volume of the proposal shall contain a detailed table of contents. If more than one Adobe PDF file is used for a volume, the complete table of contents shall be included in each. Any materials submitted but not required by this solicitation (such as company brochures) shall be relegated to appendices.

(3) All information intended to be evaluated as part of the Technical Proposal must be submitted as part of Volume I. Do not cross-reference similar material in the Technical & Price Proposal, or vice versa. **No dollar amounts from Volume II are to**



**be included in Volume I.**

(4) Offerors are advised to follow the PIEE instructions for uploading files. Additional instructions/guidance can be found at [https://pieetraining.eb.mil/wbt/sol/Posting\\_Offer.pdf](https://pieetraining.eb.mil/wbt/sol/Posting_Offer.pdf)

(5) Interested parties shall submit responses no later than the date specified on the solicitation document. **The time & date of proposal receipt will be the delivery time & date recorded within PIEE suite at <https://piee.eb.mil/>.** Do not assume that electronic submission will occur instantaneously. Large files may take some time to upload. Offerors should time their upload effort with prudence by not waiting until the last few minutes—this will allow for unexpected delays in the transmittal process and troubleshooting. It is the offeror's responsibility to obtain written confirmation of receipt of all electronic files of the full proposal by the Fort Worth District Contracting office. In the event that the Solicitation Module is down, the alternate method for proposal submission is via email to: [lindsay.m.chvilicek@usace.army.mil](mailto:lindsay.m.chvilicek@usace.army.mil) ONLY. The Offeror must obtain prior approval from the Contracting Officer: [nicholas.i.johnston@usace.army.mil](mailto:nicholas.i.johnston@usace.army.mil) to use the alternate submission method. Offerors are responsible for ensuring electronic copies are virus-free and shall run an anti-virus scan before submission.

i. Joint Venture and LLC Proposal Requirements

(1) A copy of the joint venture agreement shall be submitted with the proposal. Failure to comply with the foregoing requirements may eliminate the proposal from further consideration. If this is an 8(a) or HUBZone joint venture, the Offeror shall ensure that it complies with the applicable requirements of 13 CFR Part 124 and 13 CFR Part 126, respectively.

(2) A small business joint venture offeror must submit, with its offer, the representation required in Section 00 45 00, Representations and Certifications, and paragraph (c) of FAR solicitation provision 52.219-1, Small Business Program Representations, in accordance with 52.204-8(d) for the following categories:

- (a) Small business;
- (b) Service-disabled veteran-owned small business;
- (c) Women-owned small business (WOSB) under the WOSB Program;
- (d) Economically disadvantaged women-owned small business under the WOSB Program; or
- (e) Historically underutilized business zone small business

(3) When proposing as an LLC, the offeror must submit a copy of the operating agreement which clearly demonstrates the authority to bind the LLC.

j. Bonds Format: Offerors shall submit bid bonds (Standard Form 24) in electronic format. Electronic copies of bid bonds shall be included in Volume II: Offerors

Certifications and Price under Tab F. Hard copies of bid bonds with the raised seal are no longer required to be mailed in at this time and are not to be sent to the contracting office. Verification of Bid Bonds with sureties will be completed during the evaluation process and before award. Bid bond submissions shall be due by the proposal due date and time. Offerors are responsible for the accurate submission of the Bid Bonds with all signatures and seals applied.

## 2. PROPOSAL FILES

a. **Format:** The submission shall be clearly indexed and logically assembled. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and Request for Proposal (RFP) number in the header and/or footer.

b. The following additional restrictions apply:

**File Packaging:** Files submitted to PIEE shall be named as follows:

W9126G24R10BP\_ *COMPANY NAME*\_ VOLUME I

W9126G24R10BP\_ *COMPANY NAME*\_ VOLUME II

c. Content Requirement.

(1) All volumes must be submitted as separate volumes/files as outlined in paragraph 2b above. Do not cross-reference similar material in the Technical and Price Proposals, or vice versa.

(2) Both volumes of the proposal must be received by the closing date and time set for receipt of proposals.

(3) Do not include exceptions to the terms and conditions of the solicitation in either the Technical, or Price Proposals. Should the offer include any standard company terms and conditions that conflict with the terms and conditions of the solicitation, the offer may be determined “unacceptable” and thus ineligible for award. Should the offeror have any questions related to specific terms and conditions, these should be resolved prior to the submission of the offer.

(4) The data criteria specified for each factor identified herein, shall be submitted as part of the proposal.

**3. BID GUARANTEE.** A Bid Guarantee will be required with this proposal:

52.228-1 BID GUARANTEE (SEP 1996) – See above.

**4. DISCUSSIONS.** The Government intends to evaluate proposals and award a contract without discussions with Offerors, in accordance with FAR 52.215-1, Instructions to Offerors—Competitive Acquisitions. The Government reserves the right

to conduct discussions if the Contracting Officer later determines them to be necessary.

If discussions are held, the Government may engage in a broad give and take with each Offeror in the competitive range, in accordance with FAR 15.306 (d). The Government will provide the Offeror an advance agenda for the discussions. During discussions, the Government may ask the Offeror to further explain its proposal and to answer questions about it.

Upon conclusion of discussion, those Offerors will be afforded an opportunity to submit their proposal revisions for final evaluation and selection.

In addition to the other proposal information, the Contracting Officer shall use this information in making an affirmative responsibility determination for award to the Successful Offerors, in accordance with FAR Part 9. Failure to achieve an affirmative responsibility determination will make the Offeror ineligible for award.

**5. COST OR PRICING DATA.** Offerors are not required to submit Cost or Pricing Data with their offers.

**End of Section 00 21 16**

## **Section 00 21 30 – Site Visits**

### **PART 1 GENERAL**

#### **1.1 SITE VISITS**

(a) Pursuant to Contract Clause "FAR 52.236-3, Site Investigation and Conditions Affecting the Work," and the Site Visit Clause in Section 00 21 00 INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS prospective offerors will be permitted to inspect the site where services are to be performed and to satisfy themselves as to all general and local conditions that may affect the cost of performance of the Contract to the extent such information is reasonably obtainable. Offerors are urged and expected to inspect the site where the work will be performed. Site visits will be arranged during normal duty hours.

(b) Site visit information. The site visit will be:

Date: 31 July 2024

Time: 0900 Central time zone

Location: 5300 Airport Blvd, Fort Smith, AR 72903

POC: Richard Bowles

EMAIL: richard.l.bowles@usace.army.mil

Phone: 409-370-8020

Offerors will provide to the referenced POC, at least 3 working days prior to the site visit, a complete listing of all attendees and subcontractors to attend the site visit. Include all information requested in the attached Entry Authorization List (EAL) form (para 1 a-d). See Section 00 21 30 Attachment 1.

(c) In no event will a failure to inspect the site constitute grounds for withdrawal of a proposal after receipt of proposal or for a claim after award of the contract.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**End of Section 00 21 30**

CUI



## 188th Security Forces Squadron Entry Authorization List (EAL) Request



**Sponsor Please Complete Below**

### EAL REQUIREMENTS:

1. Submit this form and a typed guest list (hand written lists will **not** be accepted). **Do not** include Military/DOD ID Card holders on list, **only** non-military and non-DOD ID card holders. The guest list must contain the following information for each guest in attendance:
  - a. Name: (Last, First, MI) (As shown on Driver's License/ID Card)
  - b. Date of Birth
  - c. Driver's License number and State of Issue (or \*SSAN if no driver's license)
  - d. **\*(If a person doesn't submit a SSAN or a DL # then they must come to the Pass & Registration Office in person for vetting prior to receiving a pass (479)573-5106)**

The guest list will be in **alphabetical order** and **MUST BE TURNED IN TO THE PASS & REGISTRATION OFFICE NO LATER THAN 10 DUTY DAYS PRIOR TO THE EVENT.**

Unescorted Visit request eligibility must be 2 days or more not to exceed 60 days. You will be notified of any guests not allowed to enter the installation due to derogatory information found during the vetting process. Visitors must Pre-Enroll on the DBIDS website (<https://dbids-global.dmdc.mil/home/>) prior to arrival.

DBIDS Pre-Enrollment is not required for Escorted visitors.

2. Ensure all guests have some form of a valid photo identification (i.e. Driver's License, State ID) to present to the entry controller upon arriving at the designated gate. **All event attendees must use the Designated Gate for access onto 188th WG.** Guest list will be submitted to [WESTLEY.WAGNER@US.AF.MIL](mailto:WESTLEY.WAGNER@US.AF.MIL) via a .mil email address (encrypted).
3. If you don't have access to email you must submit the guest list in person to Bldg 102, RM 103 Pass & Registration Office.
4. **Signature of Sponsor/Authorizing Official:** \_\_\_\_\_

Event Title	Start Date/Time	End Date/Time	Location of Event
<b>Sponsor Rank/Name/Unit</b>		<b>Sponsor Duty Phone</b>	<b>Contact # During Event</b>
<b>Comments</b>			

### **SECURITY FORCES COMPLETE BELOW**

SF Personnel receiving/authenticating EAL Date/Time:

Entrance Gate: MAIN GATE

CUI

CUI

Entry Authority List Request (Spreadsheet)					
Event Title	Start Date/Time	End Date/Time	Location/Name of Event		
Personal Information		Driver's License		Vetted Unescorted DBIDS Visitor Pass	
Full Name (L, F, MI)	DOB (yyyymmdd) (i.e. 19860204)	DL# (without dashes)	State	POC Requests Visitor Pass Y/N	SFS Internal Use Only

## **Section 00 22 16 – Selection Procedures**

### **PART I. EVALUATION AND RATING SYSTEM**

The Government will evaluate the proposals in accordance with the evaluation criteria described herein, using the evaluation rating systems outlined in this section. Price information will be evaluated for fairness, reasonableness, and for material unbalancing, as described herein. This evaluation will be conducted in accordance with FAR Part 15.

Keep in mind that mere promises to comply with contractual requirements are insufficient basis for a favorable rating; evidence is required in support of any statements relating to promised performance.

#### **A. DEFINITIONS**

Significant Strength. An aspect of an Offeror's proposal with appreciable merit or will exceed specified performance or capability requirements to the considerable advantage of the Government during contract performance.

Strength. An aspect of an offeror's proposal with merit or will exceed specified performance or capability requirements to the advantage of the Government during contract performance.

Weakness. A flaw in the proposal that increases the risk of unsuccessful contract performance. See FAR 15.001.

Significant Weakness. A flaw in the proposal that appreciably increases the risk of unsuccessful contract performance. See FAR 15.001.

Deficiency. A material failure of a proposal to meet a government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. See FAR 15.001.

Uncertainty. Any aspect of a non-cost/price factor proposal for which the intent of the offeror is unclear (e.g., more than one way to interpret the offer or inconsistencies in the proposal indicating that there may have been an error, omission or mistake).

#### **B. BASIS OF AWARD**

The Contracting Officer will award a firm fixed-price contract to the responsible Offeror whose proposal the Source Selection Authority determines conforms to the solicitation, is fair and reasonable with regard to pricing, and whose proposal offers the best overall value to the Government, considering the price and non-price factors described herein. All evaluation factors, other than price, when combined, are considered significantly more important than the price; however, the Contract award may not exceed the cost limitation described in the solicitation. The intent of this solicitation is to obtain the best value proposal within the contract cost limitation.

There is no obligation to approach or match the contract cost limitation in the offer. As part of the evaluation, the Government will evaluate proposals relative to the minimum standards in the RFP to determine if they offer additional value to the Government. In

addition, innovations in proposals will be evaluated to determine if creative ideas of the Offeror are a better value to the Government compared to the minimum criteria. After the Government evaluates and rates each proposal, the Source Selection Authority (SSA) will compare proposals to determine which proposal represents the best value for award.

The Government reserves the right to accept other than the lowest priced offer or to reject all offers. The Government will not award a contract to an Offeror whose proposal contains a deficiency, as defined in FAR 15.001. If there is a lower priced, conforming offer(s), the SSA must determine that the added value of a more expensive proposal would justify award to that Offeror.

**VOLUME I: TECHNICAL PROPOSAL**

This volume shall be organized into the following sections:

<b>Location</b>	<b>Factor</b>	<b>Description</b>	<b>Relative Importance</b>
TAB A		COVER PAGE	NOT RATED
TAB B	Factor 1	PAST PERFORMANCE	Most Important Factor, more important than all other factors
TAB C	Factor 2	DESIGN TECHNICAL	2nd Most Important Factor, less important than Factor 1
TAB D	Factor 3	TECHNICAL SOLUTIONS	3rd Most Important Factor, less important than Factors 1 and 2
TAB E	Factor 4	SUSTAINABILITY	4 <sup>th</sup> Most Important Factor, less important than Factors 1, 2 & 3
TAB F	Factor 5	SUMMARY SCHEDULE	5 <sup>th</sup> Most Important Factor, less important than Factors 1, 2, 3, & 4
TAB G	Factor 6	SMALL BUSINESS PARTICIPATION	Least Important Factor

**TAB A: COVER PAGE**

Include the title of the solicitation, solicitation number, offeror name and date of the



submittal.

## **TAB B: FACTOR 1 – PAST PERFORMANCE**

### **1. Submission Requirements:**

**Narrative:** Submit no more than three projects. Each projects Past Performance Worksheet will not exceed one page double sided. Provide a narrative that describes the following past performance requirements:

a. The Offerors shall demonstrate past performance through the submission of similar projects, using the Construction – Past Performance Assessment Worksheet (Attachment 3). Information provided shall demonstrate recent and relevant past performance.

b. If the Offeror is a Joint Venture, Limited Liability Corporation (LLC), Partnership, Teaming Arrangement, or Parent company/subsidiary/affiliate as identified in the offeror's proposal, provide past performance information for construction projects relevant to each of the proposed roles on this project. If any firm has multiple functions or divisions, limit the project examples to those performed by the division or unit submitting the offer.

c. If projects were design-build, identify them as such. Submit no more than three projects completed or substantially completed within five years from the date of this solicitation that best represent the experience similar to the scope of work for this solicitation.

d. One of the three projects submitted for past performance may be a current construction project with at least 70% construction progress completed. However, the remaining projects submitted for past performance must be completed or substantially completed within five years. If Offeror is proposing as a Joint Venture (JV), LLC, Partnership and/or Teaming Arrangement and past performance cannot be provided as such, each partner shall submit past performance information, with no more than three projects each. The page count for each Past Performance Assessment Worksheet shall not exceed two pages.

e. The Past Performance Questionnaire (PPQ) (Attachment 4) is included in the solicitation is provided for the Offeror to submit to the client for each project the Offeror included for Factor 1, Past Performance that does not have an interim or final CPARS evaluation or is a non-Federal Government project. Ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs should be submitted with your proposal. If the Offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the Offeror should complete and submit with the proposal the first page of the PPQ, which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If any negative past performance information is received to which the Offeror has not an opportunity to respond, the contractor will be given an opportunity to provide rebuttal. If the client requests, questionnaires may be submitted directly to the Government's point of

contact, Lindsay Chvilicek, via e-mail at [lindsay.m.chvilicek@usace.army.mil](mailto:lindsay.m.chvilicek@usace.army.mil) prior to proposal closing date.

f. Offerors shall not incorporate by reference into their proposals PPQ's previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

g. Do not request PPQs on projects that have interim or final CPARS evaluations. If an interim or final CPARS evaluation exists and a PPQ is provided for the same project, the CPARS evaluation will be reviewed as the official past performance record for the project, and the PPQ will not be considered by the Source Selection Board or the Source Selection Authority.

h. For USACE or other DoD projects which are underway but do not yet have an interim or final CPARS evaluation, one PPQ per contract may be submitted; to be considered, the PPQ shall be signed by either the Primary Contracting Officer (PCO), Administrative Contracting Officer (ACO) or Contracting Officer Representative (COR) for the contract.

i. Offerors are not required to submit any additional past performance information. The Government will utilize CPARS, and any other information deemed relevant to assess confidence in the Offeror's ability to perform. Offerors may submit information on past performance issues and corrective actions taken to prevent these issues from reoccurring. Discuss whether these corrective actions have been implemented on contracts awarded subsequent to the performance issues, the effectiveness of the corrective actions, and POC information for the subsequent contracts.

j. In addition to the above, the Government may review any other sources of information for evaluation of past performance. Other sources may include, but are not limited to, past performance information retrieved through the Contractor Performance Assessment Reporting System (CPARS), using all CAGE/UEI numbers of team members (Partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the offeror's proposal, inquires of owner representative(s), Federal Awardees Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the offeror. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.

k. Demonstrate the experience of the offeror and/or proposed team on projects same/similar in SIZE, SCOPE, and COMPLEXITY to that described in the solicitation. Offerors shall identify and describe the relevancies for each of the projects submitted compared to the scope of this project. The Government will evaluate the information provided in making the relevancy determination. Projects demonstrating experience in new or renovation construction projects consisting of a large warehouses, barracks, hangars, large battalion headquarters, office complexes or similar facility type including Design Build will be considered more relevant.

l. The Offeror may provide a supplemental narrative (not project lists), not to exceed two pages, explaining how any corporate past performance that is not directly related to the specific projects above is applicable to this project and how the Government will benefit.

## **2. Evaluation Criteria:**

a. The Government will evaluate the Offeror's record of past performance to ascertain the probability of successfully performing the required efforts of the Solicitation projects to be procured. There are three aspects to the past performance evaluation: recency, relevancy, and confidence.

b. The first aspect of the past performance evaluation is the recency of the past performance. Recent means 70% or more of the contract has been completed and performance occurred within five (5) years of the solicitation issuance date. Based on this criteria, an Offeror's past performance submissions will be determined either "recent" or "not recent." Submissions deemed not recent will not be evaluated further.

c. Once a project is determined to be recent, the second aspect of the past performance evaluation is the relevance of the Offeror's present/past performance information.

d. Past performance submissions deemed recent, but not relevant, will not be evaluated further.

e. The Government will evaluate the Offeror's past performance to determine how relevant the past performance is to the project under consideration. Past performance on the projects identified in the project forms will receive more consideration than past performance provided in the supplemental narrative. The Government will place greater value on projects performed as a prime contractor than as a subcontractor, depending upon overall role and relevancy considerations.

f. More relevant past performance will typically be a stronger predictor of future success and have more influence on the past performance confidence assessment than past performance of lesser relevance.

g. Contracts with lower degrees of relevance will not be as strong of predictors of likely future contract performance success and will typically have less influence on the final past performance confidence rating.

h. Contracts that have little or no relevance typically do not influence the performance confidence rating; however, any contracts with adverse past performance could reflect larger company-wide concerns and may have impact upon the past performance confidence rating.

i. Past performance submissions with any of the Armed services or other agencies within Department of Defense (DOD) will have more influence on past performance

confidence assessment than past performance with other partners and agencies.

j. The burden of providing detailed recent and relevant past performance information rests with the Offeror. However, the Government reserves the right to verify the information on projects submitted for evaluation, and to review CPARS, or other Government project appraisal systems, for information on other projects performed by the Offeror whether submitted as part of a proposal or not. The Government also reserves the right to contact project clients/customers, or other references.

k. For any adverse performance information found and considered for which the Offeror has not had an opportunity to address, the Offeror will be afforded an opportunity to clarify or address.

### **3. Confidence Evaluation Criteria:**

a. After past performance submissions are determined recent and relevant, the quality of the recent and relevant past performance will be rated for the overall confidence assessment. If a CPARS record and PPQ-0 exist for a particular project and the ratings conflict; the CPARS record shall govern.

b. The SSEB will review the past performance information available, to include CPARS and other past performance information deemed relevant, to determine the quality and usefulness as it applies to performance confidence assessment. If any firm has multiple functions or divisions, the Government will only evaluate past performance of the division or unit submitting the offer. If the Government cannot establish the Offeror's relevant past performance, it reserves the right to utilize the Past Performance Questionnaire to conduct telephone interviews on any source it deems relevant to the evaluation. Owners/references may be asked to comment on items such as quality of construction, timeliness, management of the work, subcontractor management, including timely payment to subs or suppliers, safety, level of support for such things as as-built documentation, O&M manuals, training, correcting construction errors, warranty work, etc. If negative information is received regarding past performance, the offeror will be notified and given an opportunity to provide information on the problems encountered and the offeror's corrective actions. The Government's evaluation is not limited to past performance information on the cited example projects.

c. In determining the performance confidence rating for Past Performance, the degree of relevancy of all of the considered efforts; the overall performance record of the offeror on each contract assessed; number and severity of problems and the demonstrated effectiveness of corrective actions taken (not just planned or promised); and trend data will be considered. Contracts with higher degrees of relevance will typically have a greater influence on the final performance confidence rating. Contracts with lower degrees of relevance will typically have less influence on the final performance confidence rating; however, any contracts with adverse past performance could reflect larger company-wide concerns and may impact the past performance confidence rating. Contracts which are comparatively more recent may be better predictors of likely future success than older contracts. The resulting relevant/recent

assessment conclusions will then be combined, along with the assessed quality of performance on prior contracts, to arrive at a single performance confidence rating for the Past Performance Factor.

d. The confidence rating will be established based on the past performance of the firms or that of its predecessor, if applicable. An entity may not establish past performance based on the past performance of its key personnel apart from that of the entity. If the Government does not obtain past performance information and cannot establish a past performance record for the Offeror through other sources, a rating of Unknown (Neutral) confidence will be assigned.

e. In the case of offerors for which there is no information on past contract performance or where past contract performance information is not available, the offeror will not be evaluated favorably or unfavorably on the factor of past contract performance and will be given a “Neutral Confidence” rating.

f. Although the SSEB may not rate an offeror that lacks recent, relevant past performance favorably or unfavorably with regard to past performance, the SSA may determine that a “Substantial Confidence” or “Satisfactory Confidence” past performance rating is worth more than a “Neutral Confidence” past performance rating in a best value tradeoff.

g. If negative past performance information is received on any PPQ, the Offeror will be given an opportunity to provide input as required by FAR part 15. CPARS that are part of the official record will be utilized as if the Offeror has already had an opportunity to respond.

## **TAB D: FACTOR 2 – DESIGN TECHNICAL**

### **1. Submission Requirements:**

**Narrative (NTE four double-sided pages):** Provide a narrative that describes the following design technical requirements:

Offerors shall submit narratives and drawings to describe the firm’s unique technical design solution. These elements must reinforce each other and be self-explanatory in presenting the offeror’s technical solution.

The narrative shall cover all features of the proposed design for all disciplines. The Offeror shall make a statement that their design complies with the most current regulations, standards, codes, and Design Requirements (Section 01 10 00). The narrative shall include but not necessarily be limited to the following:

a. General Approach – Describe the processes, procedures, and/or techniques that will be utilized to complete the design and construction on schedule. Describe the general phasing approach of design and construction. Indicate any intent to fast-track portions of the work, why this is an advantage to the government, and how this will be accomplished. The Offeror shall also describe how they intend to phase the work to

utilize the minimal laydown areas available. At a minimum the offeror shall acknowledge the limited access to laydown space and outline their means and methods for dealing with these constraints.

b. Identify your proposed onsite project staffing by position, to include, as a minimum: Superintendent, Site Safety and Health Officer (SSHO), and Construction Quality Control (CQC) Manager. Refer to the following Specification Sections for requirements: 01 32 01.00 10 Project Schedule; 01 35 26 Governmental Safety Requirements; 01 45 00.00 10 Quality Control. Information may be provided in narrative format, table(s), and/or organizational chart(s). Identification of specific individuals and/or resumes is not required nor desired as part of this submission but shall be submitted after award as required by the specifications.

c. Describe how the Prime Contractor, Superintendent, CQC Manager, Safety Manager, Construction PM, Designer of Record, and key subcontractors interact during both design and construction.

d. Describe how the DB team coordinates amongst each other and the process that will be used for quality control and quality assurance. Describe how the design/build team interacts/coordinates with outside agencies or public entities (The Fort Smith Air Field Manager, utility companies and local jurisdictions, etc.) during design and construction.

e. The Government will evaluate the Offeror's understanding of renovation projects of this scope and nature. To include the unique requirements of this facility as portrayed in your discussion of design, demolition and construction intent, including but not limited to design procedures/processes, proposed method of construction (i.e. utilities, building design), construction operations (i.e. Requests for Information (RFIs) and Submittal requirements), and quality control process for design and construction. Failure to provide the government with a clear process for working through this design, demolition and construction and a failure to acknowledge the unique challenges a renovation of this nature has will be considered a deficiency by the government.

## **2. Evaluation Criteria:**

a. The Government will evaluate how the prime contractor, designers, and key subcontractors plan to interact during design and construction. The Government will also evaluate how the design/build team plans to interact and coordinate with outside agencies or public entities (AFCEC, USACE, local authority's having jurisdiction and utility companies, etc.) during design and construction. The offeror should provide a clear plan that is easily understandable with effective means of communication with all of these parties. Failure to provide a clear understandable communication plan will be evaluated as a deficiency.

b. Demonstrates a clear understanding of all tasks listed in the Statement of Work that will yield the required results in the required time frame with least impact to continued operation.

c. Demonstrates a clear understanding of existing operations and the ability to

continue operations with the least impact.

## **TAB D: FACTOR 3 – TECHNICAL SOLUTIONS**

This factor considers the types of building systems, especially engineered systems, and their basis of design.

### **1. Submission Requirements:**

**Narrative (NTE six double-sided pages):** Provide technical approach narratives, both qualitative and quantitative, defining the elements of the proposal. The proposed building systems shall meet all applicable codes, standards and criteria as prescribed in the Statement of Work. Narrative should focus on maintenance considerations, energy consumption, and suitability of the proposed systems for the expected usage.

a. Wall Sections & Details: Provide typical building sections, wall sections and appropriate details depicting material quality.

b. The minimum acceptable level of quality for finishes suitable for the expected population and usage. This is an aircraft hangar; the hangar space should have durable finishes that are not easily damaged. Office spaces should have finishes appropriate for the intent of the space. Finishes for office space should be esthetically pleasing, but they shall be economically suitable for the spaces.

c. Mechanical Systems: Describe how the mechanical systems selected provide for a highly efficient environmental control system including information about provisions for indoor air quality in the office spaces and maintenance for the entire project.

d. Plumbing Systems: Describe how the plumbing systems selected provide for a highly efficient water system. The Offeror shall also describe how they plan to provide efficient dispersion of hot water as necessary to break rooms, bathrooms and throughout any other building spaces that may require hot water.

e. Electrical Systems: Describe how the electrical power and lighting systems selected provide for a highly efficient electrical system.

f. Electronic and Communications Systems: Describe how the electronic and communications requirements will be addressed and what features will be provided in the proposed project.

g. Site Utilities and Site Systems: Describe how the site utility systems selected provide for an efficient system. Include information regarding coordination with privatized utility providers where applicable.

h. Interoperability: Describe how systems integrated into the new facilities which require connection and interface with existing Installation wide systems will be accommodated in the proposed project. Narrative should address the following systems as minimum: Fire Alarm, Telephone, Cable Television, Utility Monitoring & Control

System, Mass Notification and privatized utility companies where applicable.

i. Secure Area: Describe how the Special Access Program Facility (SAPF) will be designed and constructed in accordance with relevant standards and regulation to include the Intelligence Community Directive (ICD) / Intelligence Community Standards (ICS) 705 standards and F-35 Facility Requirements Document (RFD).

j. ATFP Considerations: Describe how the proposed materials, systems, and designs address the mandatory building ATFP requirements included in the UFC.

k. Fire Protection/Life Safety Considerations: Describe how Life Safety will be addressed and what fire protection features will be accommodated in the proposed project. Describe fall protection systems.

## **2. Evaluation Criteria:**

a. Demonstrates that the systems and components provide value to the Government and addresses the requirements of the solicitation.

b. The Government will evaluate the information provided for completeness, coordination, approach, aesthetics, technical problem solving, appropriate use of materials, maintainability, and adherence to this solicitation. The Government will evaluate the Offeror's technical solution and narratives for completeness and compliance with Section 01 10 00 requirements. Failure to submit any of the identified narratives, drawings and or organizational chart included in Technical Approach will be evaluated as a deficiency.

c. The offeror may provide roofing upgrades to include the use of IDPM style roofs for the flat roofs and standing metal seam roofs for any pitches 3:1 or greater would be considered a significant strength.

## **TAB E: FACTOR 4 – SUSTAINABILITY**

Sustainability considers, environmental stewardship, and lowered life cycle expenses.

The Government will evaluate the systems and components proposed in terms of warranties provided, maintenance considerations (frequency, estimated cost, access, equipment locations), operability (ease of use, placement of control features, simplicity), durability (withstand troop usage, ease of cleaning), sustainability, and energy consumption (HVAC, lighting, power).

### **1. Submission Requirements:**

**Narrative (NTE four (4) double-sided pages):** Provide a narrative that describes the following sustainability requirements:

a. Demonstrates a strategy to fully comply with the Federal High Performance and Sustainable Building (HPSB) Guiding Principles (GPs) as specified in the Unified



Facilities Criteria 1-200-02 verified by an approved Third Party Certification. The facility shall comply with the Air Force Sustainable Design and Development (SDD) Implementing Guidance, 2 JUN 2011 and the AFCEC A-GRAM 17-01, dated February 2017.

b. Demonstrates a strategy to meet or exceed the requirements of the Guiding Principles Compliance Verification per UFC 2-200-02 Criteria, as administered by the Green Building Initiative.

c. Demonstrates a strategy to meet or exceed the requirements of Public Law 109-58, Energy Policy Act (EPAAct) 2005, 8 Aug 05.

d. Demonstrates the understanding of the extents to which UFC 3-210-10, Low Impact Development, current edition, apply to the project.

e. Demonstrates the understanding of the extents to Guiding Principles for Sustainable Federal Buildings by the Council on Environmental Quality on February 26, 2016 as they apply to the subject project.

f. Energy Conservation: Describe the strategy to achieve 30% energy savings over the International Energy Conservation Code (IECC) baseline in accordance with UFC 1-200-02 and Energy Policy Act (EPAAct) of 2005 in the proposed project.

## **2. Evaluation Criteria:**

a. Demonstrates an ability to meet the requirements of Green Building Initiative Guiding Principles Compliance Verification per UFC 1-200-02.

b. Demonstrates a strategy and capability to meet a minimum of 30% energy savings from the IECC baseline.

c. Demonstrates an ability to prepare a Life-cycle Cost Analysis (LCCA) in accordance with CFR Title 10 Part 436, Subpart A and MIST Handbook 135.

d. Provides an overall demonstrable approach to resource conservation in the areas of material, energy, and water.

## **TAB F: FACTOR 5 – SUMMARY SCHEDULE**

*Proposed Contract Duration - The firm shall propose the contract duration for the project, not to exceed the maximum contract duration specified in the CLIN Schedule.*

### **1. Submission Requirements:**

**Narrative (NTE eight double-sided pages total for the narrative and schedule, 11x17 inch pages are allowed for the summary level schedule and will be counted as a single page):** Provide a narrative that describes the following summary schedule requirements:

a. Proposed Contract Duration: The Offeror shall propose the overall contract

duration to include all activities identified in the CLIN Schedule not to exceed the maximum contract duration as identified in Section 01 00 00.00 44. The Offeror may propose a phased turnover for features of work if advantageous to the government. The government is requiring the turnover of Building 216 by 30 June of 2026 though the contractor may propose a phased turnover of other facilities as well and the government would evaluate this to determine if this approach is a benefit the government.

b. Summary Schedule: Offerors shall submit a summary level schedule for construction. This project has no options associated with it. This summary schedule will, after contract award, be replaced with a project schedule as required by Section 01 32 01.00 10: Project Schedule. The summary schedule shall be task oriented, indicating the number of calendar days, after notice to proceed, by which milestones are to be achieved. Offeror may use a critical path or other method of his choice; however, schedules shall be graphically represented and shall include, as a minimum, Activity ID, Activity Description, Original Duration, early start and early finish dates, and total float for each activity. The proposed schedule shall include an activity that shows the proposed overall contract duration in calendar days. Give attention to the following features:

(1) Show activities for each feature of work, this includes all CLINS, in sufficient detail to demonstrate an understanding of the scope of work and to substantiate the reasonableness and realism of the proposed duration.

(2) Show submittal preparation and review/approval activities for long lead items to demonstrate an understanding of the submittal process and minimum review times for Government approved submittals.

(3) Show activities and/or milestones for coordination with privatized utility providers during construction, to demonstrate your understanding of the coordination requirements for the contract.

(4) Show turnover of the project within the overall period of performance with Building 216 being turned over by 30 June 2026. Identify any proposed phased turnovers. The time to complete the project and turnover to the Government must consider the requirement for the Contractor's CQC completion inspection and the subsequent joint Contractor-Government turnover inspection.

(5) Show closeout activities, to include the Red Zone meeting, record drawings, and O&M manuals to demonstrate your understanding of the closeout requirements of the contract.

(6) Critical Path: Indicate the anticipated overall critical path on the schedule. The overall schedule shall include key milestones and tasks in succession and duration to project completion.

(7) Describe the approach to address risks that may impact completing the project within the required duration. Clearly describe each risk, mitigation strategy, and detail an innovative approach if applicable. At a minimum, the narrative shall address

long lead items, supply, labor, and logistical risks in current market conditions.

## **2. Evaluation Criteria:**

a. Proposed Contract Duration: The proposed contract duration will become the contractually binding duration for the project at award. The Government will evaluate the contract duration as proposed by the Offeror herein and on the Price Proposal Schedule, not to exceed the maximum allowed duration listed in Section 01 00 00.00 44. This duration shall also include all options. In assessing the reasonableness of the proposed contract duration, the Government may take into account how well the proposed summary schedule supports the proposed duration, as well as use other information, such as, but not limited to, independent judgment concerning logic, constraints, and typical construction durations. A proposed contract duration shorter than the maximum allowed duration, or proposed phasing providing for early turnover of facilities, will receive additional rating consideration, provided the schedule is realistic and deemed to be achievable. The Government will consider an unreasonably condensed contract duration, which places additional cost or schedule risk on the Government, or which may create a risk of contract or performance failure, as a significant weakness or a deficiency, depending upon the evaluators' judgment.

### b. Summary Schedule:

(1) The Government will evaluate the schedule to assess the strength of understanding of the project scope for integrated design and construction, restrictions which must be considered in the schedule e.g., sequencing of work, long lead items, Government review periods for construction plan approvals and other Government approved construction submittals, closeout activities, etc. A schedule with Government submittal review periods shorter than the minimum specified review period for Government approved construction plans will be considered deficient and will be rated unacceptable.

(2) The Government will evaluate the strength of understanding of events associated with coordinating design submittals, reviews and incorporating review comments, the Offeror's capability to schedule the complete project within the proposed contract duration and the reasonableness and realism of the schedule.

(3) The Government will evaluate the design packaging plan for logic, reasonableness, how it facilitates meeting the proposed contract duration and how it facilitates the Government's ability to timely perform its design reviews. A schedule with Government design review periods shorter than the minimum specified review periods for design submittals will be considered deficient and will be rated unacceptable. The packaging plan shall minimize risk to the Contractor and to the Government for tear-out and coordination for reviews. A schedule that offers advantage(s) to the Government over one that merely indicates an adequate understanding of the scope, restrictions, major milestones, and general understanding of the various events that can affect start and completion of construction will receive additional consideration. Failure to provide a schedule that meets the **880 day** Period of Performance (POP) required will be considered a deficiency for this factor. Failure to provide for the turnover of Building

216 by 30 June 2026 will also be considered a deficiency for this factor. (Assume start of POP at NTP issued 30 days after award).

(4) The Government will evaluate the processes, procedures, and/or techniques that will be utilized in order to complete construction on schedule. This may be presented as a flow chart, narrative or by any other means in the proposal the Offeror chooses that allows the governments evaluation team to clearly understand the intent of the Offeror. Failure to provide this will be evaluated as a deficiency. Failure to provide a clear and easily understandable process for this will be evaluated as a weakness.

(5) The Government will evaluate the Offeror’s risk mitigation strategies to achieve successful contract performance within the contract period of performance. Narratives failing to identify and address potential long lead items, general market material supply, labor, or logistical risks in current market conditions shall be evaluated as a deficiency. The Government will evaluate whether the risk mitigation strategies are realistic and demonstrates an understanding of how to effectively reduce project risks as it relates to contract performance and schedule.

**NOTE: ALL NON-PRICED FACTORS FROM VOLUME 1, WHEN COMBINED, ARE SIGNIFICANTLY MORE IMPORTANT THAN PRICE**

**TABLE 1 - COMBINED TECHNICAL/RISK RATINGS**

Rating	Description
Outstanding	Proposal demonstrates an exceptional approach and understanding of the requirements and contains multiple strengths and/or at least one significant strength, and risk of unsuccessful performance is low.
Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength or significant strength, and risk of unsuccessful performance is low to moderate.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Unacceptable	Proposal does not meet requirements of the solicitation and, thus, contains one or more deficiencies and is unawardable, and/or risk of performance is unacceptably high.

**TABLE 2 - Technical Risk Ratings**

Adjectival Rating	Description
-------------------	-------------

Low	Proposal may contain weakness(es) which have low potential to cause disruption of schedule, increased cost, or degradation of performance. Normal contractor emphasis and normal Government monitoring will likely be able to overcome any difficulties.
Moderate	Proposal contains a significant weakness or combination of weaknesses which may have a moderate potential to cause disruption of schedule, increased cost, or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome any difficulties.
High	Proposal contains a significant weakness or combination of weaknesses which is likely to have high potential to cause significant disruption of schedule, increased Cost, or degradation of performance. Special contractor emphasis and close Government monitoring will unlikely be able to overcome any difficulties.
Unacceptable	Proposal contains a deficiency or a combination of significant weaknesses that causes an unacceptable level of risk of unsuccessful performance.

<b>Table 3 - Past Performance Relevancy Ratings</b>	
<b>Rating</b>	<b>Definition</b>
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

<b>TABLE 4 - Performance Confidence Assessments</b>	
<b>Rating</b>	<b>Definition</b>
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Neutral Confidence	No recent/relevant performance record is available, or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The Offeror may not be evaluated favorably or unfavorably on the factor of past performance.

Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.

**TAB G: FACTOR 6 – SMALL BUSINESS PARTICIPATION PROPOSAL**

All offerors, regardless of size status, are required to complete a Small Business Participation Proposal. In accordance with DFARS 215.304(c)(i), the government will evaluate Small Business Participation in source selections for unrestricted acquisitions that require use of FAR 52.219-9, Small Business Subcontracting Plan and is required for this procurement. Offerors shall articulate within their Small Business Participation Proposal how they intend to meet the Small Business Participation Proposal criteria outlined in the solicitation.

**1. Submission Requirements:**

**Narrative: (No page limit for this Factor):** Provide a narrative that describes the following Small Business Participation Proposal requirements and criteria:

All offerors shall complete and submit a Small Business Participation Proposal using the format template, Attachment 1 at the end of this section.

Nothing precludes an offeror from further demonstrating their extent of commitment to using small businesses beyond what has been required by this solicitation.

**2. Criteria:**

a. The Government requirement will evaluate the level of proposed participation of small businesses in the performance to determine which offeror proposes the best value in terms of the contract relative to the percentages and criteria established herein. Failure to submit a Small Business Participation Proposal will be evaluated as a deficiency.

b. All offerors shall articulate the extent to which Small Businesses (SB), Small, Disadvantaged Businesses (SDB), Women-Owned Small Businesses (WOSB), HZ Small Businesses (HZ), Veteran-Owned Small Businesses (VOSB) and Service-Disabled, Veteran-Owned Small Businesses (SDVOSB) that are specifically identified in the proposal.

c. Extent of participation of Small Business firms in terms of percentages based on the total value of the offeror's proposal of the acquisition and the extent to which the proposal meets or exceeds small business participation percentages detailed in paragraph below.

d. Large businesses may achieve their small business participation commitments through subcontracting to small businesses. Small businesses may achieve their small business participation commitments through their own performance/participation as a

prime or through a joint venture, teaming arrangement, and subcontracting to other small businesses.

e. The minimum small business participation percentages are:

- SB: 28% based on total value of proposal
- SDB: 5% based on total value of proposal
- WOSB: 5% based on total value of proposal
- HZ: 3% based on total value of proposal
- VOSB: 5% based on total value of proposal
- SDVOSB: 5% based on total value of proposal

f. Offeror shall describe the extent of commitments to identify firms (if any) in place for this solicitation. Enforceable commitments are weighed more heavily than non-enforceable commitments.

Enforceable commitments must include:

- (1) Firm must be a small business
- (2) Socioeconomic category of the small business
- (3) Services/supplies to be provided by the small business
- (4) Specificity to the subject requirement by indicating the solicitation number on the document
- (5) Legible signature blocks and signatures from BOTH parties authorized to sign on behalf of their respective firm to demonstrate acknowledgement of the business relationship
- (6) Small business firm must be identified on the Small Business Participation Proposal as appropriate

g. The offeror shall describe the use of small business firms providing the following information:

- (1) Name of each small business, include each socio-economic category
- (2) Complexity and variety of work to be performed by small business
- (3) Percentage of work performed by each firm

h. Offerors failing to identify, or severely limit, the supplies/services to be performed may be evaluated as a weakness or deficiency.

i. Past performance of the offerors in complying with the requirements of the clause FAR 52.219-8, Utilization of Small Business Concerns or 52.219-9, Small Business Subcontracting Plan. The Offeror shall provide a narrative describing compliance to small business. The Government will evaluate based on one and/or a combination of the following:

- (1) Reporting of small business performance in CPARS

- (2) History of prompt payments to small business subcontractors
  - (3) Reporting of small business performance in eSRS.
  - (4) Documentation from customers demonstrating use/support of small businesses
  - (5) Documentation of other information to substantiate the use of small business demonstrating the total small business contract completion by the small business prime and/or subcontracting to other small business.
  - (6) Documentation from federal agency customers demonstrating the use/support of small business and/or information substantiating the use of small business subcontractors may be evaluated more favorably.
  - (7) Small Business compliance reviews
  - (8) DCMA Small Business Subcontracting Program reviews
- j. Offerors are encouraged to submit proof of awards, accolades, or similar type documentation received for their current and/or past support of small businesses. The offeror is not limited to the examples provided.
- k. The Government reserves the right to review additional information outside of the evaluation criteria below.

l. Material submitted in support of the Small Business Participation Proposal shall be logically assembled and organized to facilitate evaluation. The use of hyperlinks in lieu of incorporating information into the proposal remains prohibited. Do not cross-reference materials as the Government will not look to obtain information in support of an offeror's Small Business Participation Proposal from other volumes or within the Small Business Subcontracting Plan (if applicable).

m. Offerors shall not submit a hybrid plan that includes a combination of elements from a Small Business Participation Proposal (in accordance with DFARS PGI 215.304) and elements of a Small Business Subcontracting Plan (in accordance with FAR 52.219-9) as the two are distinctly different. Doing so will result in a weakness.

### **3. Evaluation:**

a. The submitted Small Business Participation Proposal will utilize the ratings as described in Table 5, Small Business Rating Method based on the following:

(1) Extent of participation of Small Business firms in terms of percentages and the extent to which the proposal meets or exceeds the small business participation percentages as detailed in paragraph above as outlined in the solicitation. Offerors providing less than the percentages outlined above may be evaluated as a weakness or deficiency.



(2) The Government will verify the total value of the offeror's proposal to ensure percentages are consistent as identified in the solicitation. If an offeror's value of their total proposal is inconsistent with the percentages outline in the Small Business Participation Proposal, it may result in a weakness or deficiency.

(3) Extent to which Small Business firms, as defined in FAR Part 19 (Small Business (SB), Small, Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), HUBZone Small Business (HZ), Veteran-Owned Small Business (VOSB) and Service-Disabled, Veteran-Owned Small Business (SDVOSB), are specifically identified in the proposal. The Government will evaluate the firms specifically identified by the Offeror in the submitted Small Business Participation Proposal.

(4) Extent of commitment to use the identified firms. The Government will evaluate the types of commitments in place (if any) for this specific acquisition (small business prime, written contract, verbal, enforceable, non-enforceable, joint ventures, mentor-protégé, teaming agreements, partnership letters of commitment(s), etc.). Enforceable commitments as defined in paragraph above, may be evaluated more favorably than non-enforceable commitments.

(5) Extent to identify the complexity and variety of work small business firms are to perform. The Government will evaluate the meaningful elements of the type and complexity of work to be performed by small business. Offerors failing to identify, or severely limit, the supplies/services to be performed may be evaluated as a weakness or deficiency.

(6) Extent of past performance of the offerors in complying with the requirements of the clauses at FAR 52.219-8 *Utilization of Small Business Concerns* or 52.219-9 *Small Business Subcontracting Plan*. The Government will evaluate based on one and/or a combination of the following:

(a) Reporting of small business performance in CPARS

(b) History of prompt payments to small business subcontractors

(c) Reporting of small business performance in eSRS

(d) Documentation from customers demonstrating use/support of small businesses

(e) Documentation of other information to substantiate the use of small business demonstrating the total small business contract completion by the small business prime and/or subcontracting to other small business

(f) Documentation from federal agency customers demonstrating the use/support of small business and/or information substantiating the use of small business subcontractors may be evaluated more favorably

(g) SBA compliance reviews

(h) DCMA Small Business Subcontracting Program reviews

(7) Offerors with no prior contracts containing FAR clause 52.219-8, and whether negative information has been reported concerning the Offeror's past compliance with FAR 52.219-8 alongside any explanation to address the negative information.

(8) Extent of documentation from federal agency customers demonstrating the use/support of small business and/or information substantiating the use of small business subcontractors may be evaluated more favorably.

b. The government reserves the right to review additional information outside of offer's proposal.

c. The offeror's Small Business Participation Proposal will be evaluated based on Table 5, Small Business Rating Method

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Table 5. Small Business Rating Method

<b>Adjectival Rating</b>	<b>Description</b>
Outstanding	Proposal indicates an exceptional approach and understanding of the small business objectives.
Good	Proposal indicates a thorough approach and understanding of the small business objectives.
Acceptable	Proposal indicates an adequate approach and understanding of small business objectives.
Marginal	Proposal has not demonstrated an adequate approach and understanding of the small business objectives.
Unacceptable	Proposal does not meet small business objectives.

**VOLUME II: CERTIFICATIONS AND PRICE PROPOSAL**

<b>Location</b>	<b>Description</b>
TAB A	The Proposal Cover Sheet
TAB B	Signed Standard Form 1155 & Acknowledgement of Amendments
TAB C	<b>Price (FACTOR 7)</b>
TAB D	Section 00 45 00 – Representations and Certifications
TAB E	Joint Venture and LLC (If Applicable)
TAB F	Bid Guarantee (Bid Bond)
TAB G	Financial Information and Bonding Capability
TAB H	Subcontracting Plan (other than small businesses only)

General Instructions. In accordance with Federal Acquisition Regulation (FAR) 15.402 and 15.403-1, certified cost or pricing data are not required based on the fact that adequate competition is expected for this procurement. Information other than certified cost or pricing data may be provided in contractor format providing that sufficient information is made available. Information submitted shall be prepared following the instruction in FAR 15.403-5. If after receipt of proposals the Contracting Officer determines that there is insufficient information available to determine price reasonableness and none of the exceptions at FAR 15.403-1 apply, the Offeror may be required to submit cost or pricing data.

Additionally, in the event that adequate competition is not obtained, the Contracting Officer may incorporate FAR 52.215-20 entitled, "Requirements for Cost or Pricing Data

or Information Other Than Cost or Pricing Data,” into the solicitation and request a Certificate of Current Cost or Pricing Data.

There are no page limitations for this volume. Proposal information included in this volume which is not directly related to Price will be disregarded.

**TAB A** – The proposal cover sheet (Attachment 2) is required by FAR 52.215-1 (c)(2) and must be submitted by all offerors. The format for the proposal cover sheet is as follows:

1. Solicitation Number
2. The name, mailing address, telephone and e-mail address.
3. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item.
4. Names, titles, telephone and email address of persons authorized to negotiate on the offeror’s behalf with the Government in connection with this solicitation; and
5. Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent’s authority unless that evidence has been previously furnished to the issuing office.

Offerors should ensure UEI number and CAGE Code are all included for both the Contractor and Designer. UEI number will be used to access CPARS data. Offerors should also provide any other assigned number that identifies them in the CPARS database. If a separate UEI has been created for a Joint Venture (JV) UEI must also be submitted. Also provide any other UEI that identify individual member firms in the JV.

**TAB B** - Standard Form 1155 and acknowledgement of all amendments (Block 19), completed and signed by authorized individual(s) of the offeror. Offers submitted in the name of a Joint Venture must be signed in accordance with the terms and conditions specified in the joint venture agreement as evidenced in the proposal.

**TAB C: FACTOR 7 – Price** . Proposed price schedule is to be completed in its entirety by all offerors to include the Subtotals and Totals section as found in Section 00 10 00 - Solicitation, Contract Line-Item Number (CLIN) Schedule.

**TAB D** - Section 00 45 00 – Representations and Certifications. Confirm that the Offeror’s representations and certifications have been completed in the Online Representations and Certifications Application (ORCA) in accordance with FAR 52.204-8. Submit the representations and certifications not covered by ORCA that are included in Section 00 45 00 of this solicitation, under this tab.

**TAB E** - Joint Venture and LLC, if applicable. See Section 00 21 00 paragraph F.1.d. Note to 8(a)—SBA must approve a joint venture agreement prior to the award of an 8(a) contract on behalf of the joint venture.

**TAB F** - Offerors shall provide a fully executed Bid Bond as required by FAR Clause 52.228-1, Bid Guarantee *electronically in Tab F*. This requirement is to be completed regardless of Bid Bond requirement submission located in other parts of these instructions.

**For the purposes of this Request for Proposal, please note that IAW FAR 28.001:**

“Bond means a written instrument executed by a bidder or contractor (the “principal”), and a second party (the “surety” or “sureties”) (except as provided in FAR 28.204), to assure fulfillment of the principal’s obligations to a third party (the “obligee” or “Government”), identified in the bond. If the principal’s obligations are not met, the bond assures payment, to the extent stipulated, of any loss sustained by the obligee.”

Bonds shall therefore be executed in the name of the legal entity, whether a joint venture, partnership or the Prime Contractor of an informal teaming arrangement, with whom the Government would enter into a contract for a successful offeror. The entity named on the bond must be able to acquire bonding capacity on its own merits, and not as the result of indemnification from a subcontractor or third party.

**TAB G** - Financial Information & Bonding Capability (e.g. past three years financial statements, annual reports, Dun & Bradstreet Ratings and/or number, etc.) Provide a list of all current contracts with a value above \$35 Million, total dollar value, award date, anticipated completion, performance and payment bond amount.

**TAB H** - Subcontracting Plan shall be prepared in accordance with FAR 52.219- Electronic Subcontracting Reporting System (eSRS) located at <http://esrs.gov>. Instructions for completion of requisite forms, as well as guidance on coordinating and preparing for all compliance reviews by Federal agencies can be found at this website. Offerors are to ensure subcontractors agree to submit to ESRS. This will be evaluated for acceptability in accordance with AFARS Appendix DD. Either the contracting officer, the small business representative, or both, shall evaluate and rate the subcontracting plan as “acceptable” or “unacceptable,” in the context of this particular procurement. To receive an “Acceptable” rating, the contractor must satisfy all requirements of 52.219-9 and AFARS Appendix DD. Failure to receive subcontracting plan rating of acceptable could jeopardize the offeror’s selection for contract award.

Compliance. Failure to comply with the RFP requirements for Price information may result in an adverse assessment of an offeror’s proposal and reduce or eliminate its chance of being selected for award. Offerors shall ensure that the information presented in this volume is consistent and correlates with the information contained in the other proposal volumes.

**Section 00 22 16**  
**Attachments 1 - 4**

**ATTACHMENT 1**  
**SMALL BUSINESS PARTICIPATION COMMITMENT DOCUMENT**

All Offerors (both large and small businesses) are required to complete a Small Business Participation Commitment Document to be evaluated under Small Business Participation Evaluation Factor. The Offeror shall articulate how the Offeror intends to meet the small business objectives described in the Small Business Evaluation Factor.

Small Business Participation Commitment Document (Form)

(a) Check the applicable size and categories for the PRIME offeror only -- Check all applicable boxes:

- Other than Small Business
- Historically Black Colleges or Universities and Minority Institutions (HBCU/MI)
- American Native Corporation (ANC)
- Small Business Prime; also categorized as a
- Small Disadvantaged Business (SDB)
- Woman-Owned Small Business (WOSB)
- Historically Underutilized Zone (HUB Zone) Small Business
- Veteran Owned Small Business (VOSB)
- Service Disabled Veteran Owned Small Business (SDVOSB)

(b) Submit the total combined percentage of work to be performed by both large and small businesses (include the percentage of work to be performed both by Prime and Subcontractors):

Example: If Prime proposes a price of \$1,000,000, and small business (es) will provide \$250,000 in services/supplies as a prime or subcontractor, the percent (%) planned for small businesses is 25%; and 75% for large business equaling 100%.

Total Percentage planned for Large Business(es)	_____ %
Total Percentage planned for Small Business (es)	_____ %
Total	_____ % (Must Equal 100%)

(c) Please indicate the total percentage of participation to be performed by each type of subcategory small business.

The percentage of work performed by Small Businesses that qualify in multiple small business categories may be counted in each category:

Example: ACME Corporation (WOSB and SDVOSB) performing 2%; and Williams Group (SDB, HUBZone Small Business and WOSB) performing 3%. Results equate to: SDB 3%; HUBZone 3%; WOSB 5%; SDVOSB 2%; VOSB 2%;). SDVOSBs are also VOSBs automatically; however, VOSBs are not automatically SDVOSBs.

HBCU/Minority Institutions	_____ %
American Native Corporation And Indian Tribe SB	_____ %
Small Disadvantaged Business	_____ %
Woman Owned Small Business	_____ %
HUBZone Small Business	_____ %
Veteran Owned Small Business	_____ %
Service-Disabled Veteran Owned Small Business	_____ %

(d) List principal supplies/services to be performed by Small Businesses:

Example: If a Small Business qualifies also as a WOSB and a SDVOSB, and the Offeror may add them to each category below in which the SB entity qualifies.

Name of Company	Type of Supply/Service
Small Business	
_____	_____
_____	_____
Alaska Native Corporation	
_____	_____
_____	_____



Small Disadvantaged Business

_____	_____
_____	_____

Woman Owned Small Business

_____	_____
_____	_____

HUBZone

_____	_____
_____	_____

Veteran Owned Small Business

_____	_____
_____	_____

SDVOSB

_____	_____
_____	_____

HBCU/MCI

_____	_____
_____	_____

(e) Describe the extent of commitment to use small businesses (for example, what types of commitments if any, are in place for this specific acquisition either – small business prime, written contract, verbal, enforceable, non- enforceable, joint venturing, mentor- protégé, etc.)

Narrative (Limited to one page):

**ATTACHMENT 2 PROPOSAL COVER SHEET**

Solicitation Number	
Firm	
Address	
Phone	
Fax	
Email	
UEI Number	
Cage Code	

Also provide any other assigned number that identifies the member firm(s) in the CPARS database. If a separate UEI has been created for a joint venture (J-V) it must also be submitted. Provide a UEI number for each company identified in any proposed Contractor-subcontractor association of firms. If the firm is a joint venture or contractor- subcontractor association of firms, list the individual firms and briefly describe the nature of the association. Provide UEI for each.

Firm 1 \_\_\_\_\_ Nature of Association \_\_\_\_\_ UEI \_\_\_\_\_

Firm 2 \_\_\_\_\_ Nature of Association \_\_\_\_\_ UEI \_\_\_\_\_

Firm 3 \_\_\_\_\_ Nature of Association \_\_\_\_\_ UEI \_\_\_\_\_

Authorized Negotiators IAW FAR 52.215-11 - The Offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this Request for Proposals (RFP).

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Email: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Statement specifying extent of agreement with all terms as specified in cover sheet instruction

#3 above: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**Attachment 3**

**PAST PERFORMANCE ASSESSMENT WORKSHEET**

*(To be completed for each project submitted)*

<b>CONSTRUCTION OR PRIME CONTRACTOR</b>		<b>PROJECT #</b>	
Offeror:			
Project and Location:			
Was this project performed by the division or unit of the company submitting the offer for W9126G24R10BP:			
Owner:			
Owner's Point of Contact for Reference:		Telephone:	
Awarded Construction Cost:		Final Construction Cost:	
Explain Cost Growth, if any:			
Date of Award:	Original Completion Date:	Revised Completion Date:	Percent Complete:
Explain Time Growth, if any:			
General Scope of Construction and Offeror's Role:			
Work Your Company Self-Performed:		Extent and Type of Work You Subcontracted Out:	
Describe extent of relevancy and complexity of the project. <u>RELEVANCY</u> :			
Provide any additional narrative to support relevancy assessment (in terms of scope, magnitude and complexity as compared to the scope of the solicitation).			
Your Performance Evaluation by Owner, if known:			

**Attachment 4  
Past Performance Questionnaire**

**NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)**

**CONTRACT INFORMATION (Contractor to complete Blocks 1-4)**

**1. Contractor Information**

Firm Name:

CAGE Code:

Address:w518ea

DUNs Number:

Phone Number:

Email Address:

Point of Contact:

Contact Phone Number:

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

Percent of project work performed:

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

**3. Contract Information**

Contract Number:

Delivery/Task Order Number (if applicable):

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

Contract Title:

Contract Location:

Award Date (mm/dd/yy):

Contract Completion Date (mm/dd/yy):

Actual Completion Date (mm/dd/yy):

Explain Differences:

Original Contract Price (Award Amount):

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

Explain Differences:

**4. Project Description:**

Complexity of Work  High  Med  Routine

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

**CLIENT INFORMATION (Client to complete Blocks 5-8)**

**5. Client Information**

Name:

Title:

Phone Number:

Email Address:

**6. Describe the client's role in the project:**

**7. Date Questionnaire was completed (mm/dd/yy):**

**8. Client's Signature:**

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

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

RATING	DEFINITION	NOTE
<b>(E) Exceptional</b>	Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.	To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Government. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
<b>(VG) Very Good</b>	Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	To justify a Very Good rating, identify a significant event and state how it was a benefit to the Government. There should have been no significant weaknesses identified.
<b>(S) Satisfactory</b>	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract/order. There should have been NO significant weaknesses identified. A fundamental principle of assigning ratings is that contractors will not be evaluated with a rating lower than Satisfactory solely for not performing beyond the requirements of the contract/order.
<b>(M) Marginal</b>	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	To justify Marginal performance, identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the Government. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).

<b>(U) Unsatisfactory</b>	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.	To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the Government. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).
<b>(N) Not Applicable</b>	No information or did not apply to you contract	Rating will be neither positive nor negative

**TO BE COMPLETED BY CLIENT**

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

E .....EXCELLENT
VG .....VERY GOOD
S .....SATISFACTORY
M .....MARGINAL
U .....UNSATISFACTORY
N .....NEUTRAL

<b>1. QUALITY:</b>	
a) Quality of technical data/report preparation efforts	E    VG    S    M    U    N
b) Ability to meet quality standards specified for technical performance	E    VG    S    M    U    N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E    VG    S    M    U    N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E    VG    S    M    U    N
<b>2. SCHEDULE/TIMELINESS OF PERFORMANCE:</b>	



a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	E	VG	S	M	U	N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E	VG	S	M	U	N
<b>3. CUSTOMER SATISFACTION:</b>						
a) To what extent were the end-users satisfied with the project?	E	VG	S	M	U	N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E	VG	S	M	U	N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E	VG	S	M	U	N
d) Overall customer satisfaction	E	VG	S	M	U	N
<b>4. MANAGEMENT/ PERSONNEL/LABOR</b>						
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	E	VG	S	M	U	N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E	VG	S	M	U	N
c) Government Property Control	E	VG	S	M	U	N
d) Knowledge/expertise demonstrated by contractor personnel	E	VG	S	M	U	N
e) Utilization of Small Business concerns	E	VG	S	M	U	N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E	VG	S	M	U	N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution, and response to Government changes	E	VG	S	M	U	N
h) Effectiveness of overall management (including the ability to effectively lead, manage and control the program)	E	VG	S	M	U	N
<b>5. COST/FINANCIAL MANAGEMENT</b>						
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E	VG	S	M	U	N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E	VG	S	M	U	N
c) If this is/was a government cost-type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with	E	VG	S	M	U	N

established budgets and avoidance of significant and/or unexplained variances (underruns or overruns)	
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in the Remarks section.</i>	Yes No
e) If this is/was a government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in the comment section below.</i>	Yes No
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes No
<b>6. SAFETY/SECURITY</b>	
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the user's rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	E VG S M U N
b) The contractor complied with all security requirements for the project and personnel security requirements.	E VG S M U N
<b>7. GENERAL</b>	
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM, or Contracting Officer in a timely manner regarding urgent contractual issues).	E VG S M U N
b) Compliance with contractual terms/provisions ( <i>explain if specific issues</i> )	E VG S M U N
c) Would you hire or work with this firm again? ( <i>If no, please explain below</i> )	Yes No
d) In summary, provide an overall rating for the work performed by this contractor.	E VG S M U N

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

**End of Section 00 21 16 Attachments**

**Section 00 45 00 - Representations and Certifications**

**CLAUSES AND/OR PROVISIONS INCORPORATED BY REFERENCE**

52.209-13	Violation of Arms Control Treaties or Agreements—Certification	NOV 2021
52.229-11	Tax on Certain Foreign Procurements—Notice and Representation	JUN 2020

**CLASUES AND/OR PROVISIONS INCORPERATED BY FULL TEXT**

None

**End of Section 00 45 00**

## Section 00 72 00 - Contract Clauses

### CLAUSES AND/OR PROVISIONS INCORPORATED BY REFERENCE

52.232-18	Availability of Funds	APR 1984
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	JAN 2023
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	MAY 2022

### CLASUES AND/OR PROVISIONS INCORPORATED BY FULL TEXT

#### 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 2022)

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

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

Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
5.6%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

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

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following

award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the-

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Fort Smith, Sebastian County, Arkansas**.

(End of provision)

#### 52.225-11 BUY AMERICAN-CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (NOV 2023)

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

*Caribbean Basin country construction material* means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

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

- (1) Means any item of supply (including construction material) that is—
  - (i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) [2.101](#));
  - (ii) Sold in substantial quantities in the commercial marketplace; and
  - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in [46 U.S.C.40102\(4\)](#), such as agricultural products and petroleum products.

*Component* means an article, material, or supply incorporated directly into a construction material.

*Construction material* means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also

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

*Cost of components* means—

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

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

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

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

*Designated country* means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

*Designated country construction material* means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

*Domestic construction material* means—

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

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

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

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

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

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

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

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

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

*Free Trade Agreement country construction material* means a construction material that-

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

*Least developed country construction material* means a construction material that-

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

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

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

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

*WTO GPA country construction material* means a construction material that-

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) This clause implements [41 U.S.C. chapter 83](#), Buy American, by providing a preference for domestic construction material. In accordance with [41 U.S.C. 1907](#), the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction material, excluding COTS fasteners. (See FAR [12.505\(a\)\(2\)](#)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.



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

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

*None*

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

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

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

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

(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(A)(1) of this clause.

(3) The procedures in paragraph (b)(4)(i)(A)(2) of this clause will no longer apply as of January 1, 2030.

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

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

(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(B)(1) of this clause.

(3) The procedures in paragraph (b)(4)(i)(B)(2) of this clause will no longer apply as of January 1, 2030.

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

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

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

(1)

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate

consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

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

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

Foreign and Domestic Construction Materials Price Comparison

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

Item1

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

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

Item1

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

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

*[ Include other applicable supporting information. ]*

(End of clause)

52.236-1 Performance of Work by the Contractor

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 15% percent of the total amount of work to be performed under the contract. This

percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of Clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall—

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

(c) In general—

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

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the contract specifications and drawings.

**End of Section 00 72 00**

## Section 00 73 00 – Special Contract Requirements

### CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within **10** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **as shown in Section 01 00 00.00 44**. The time stated for completion shall include final cleanup of the premises.

(End of clause)

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount **as shown in Section 01 00 00.00 44** for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

### WAGE RATES AND DETERMINATIONS

#### APPLICATION OF WAGE DECISIONS

Task Order Number: **TBD**

Project: **FY24, Republic of Singapore Air Force (RSAF) Facility Renovations for F-16 and F-35**

Location: **Ebbing NGB, Fort Smith, Arkansas**

County, State: **Sebastian County, AR**

**1. Davis-Bacon Construction Wage Rate Requirements AR20240034, Building Construction Projects**, will be applicable to the construction, alteration, painting or repair of buildings, installations within buildings, appurtenances to buildings, foundations for buildings, excavation and fill for buildings, and utilities within five feet of buildings for those construction activities performed in **Sebastian County, AR**.

**2. Davis-Bacon Construction Wage Rate Requirements AR20230057, Heavy Construction Projects**, will be applicable to the construction, alteration or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, alteration or repair of bridges, flood control projects, landscaping, site improvements, sewers, and other similar projects and any other construction requirements not shown in Paragraph 1 above for those construction activities performed in **Sebastian County, AR**.

**3. Davis-Bacon Construction Wage Rate Requirements AR20230172, Highway Construction Projects**, will be applicable to the construction, alteration or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, alteration or repair of bridges, flood control projects, landscaping, site improvements, sewers, and other similar projects and any other construction requirements not shown in Paragraph 1 above for those construction activities performed in **Sebastian County, AR**.

**NOTE:**

Payroll records are required, under the Davis-Bacon Act, to be submitted to the U.S. Army Corps of Engineers for all construction work performed.

**The Wage Decision Number applicable to the work performed is to be shown on all certified payroll records submitted.** If multiple wage decisions are utilized within a pay period, so annotate clearly those work hours and rates-of-pay per the applicable wage decision under which the work was performed.

*"General Decision Number: AR20240034 01/05/2024*

*Superseded General Decision Number: AR20230034*

*State: Arkansas*

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

*County: Sebastian County in Arkansas.*

*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).*

<i>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:</i>	<i>. 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 on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</i>
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<i>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:</i>	<i>. Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 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 2024.</i>
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*The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.*

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

Modification Number    Publication Date  
0                    01/05/2024

BOIL0069-002 01/01/2021

	<i>Rates</i>	<i>Fringes</i>
BOILERMAKER.....	\$ 30.49	23.13

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CARP0071-002 01/01/2023

	<i>Rates</i>	<i>Fringes</i>
CARPENTER (Includes Drywall Hanging, and Form Work).....	\$ 30.48	10.98

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PAIN0424-008 07/01/2021

	<i>Rates</i>	<i>Fringes</i>
PAINTER (Spray).....	\$ 16.25 **	10.42

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PLUM0155-015 08/01/2023

	<i>Rates</i>	<i>Fringes</i>
PIPEFITTER.....	\$ 31.58	13.36

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PLUM0155-017 08/01/2023

	<i>Rates</i>	<i>Fringes</i>
PLUMBER.....	\$ 31.58	13.36

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SUAR2015-031 01/09/2017

	<i>Rates</i>	<i>Fringes</i>
BRICKLAYER.....	\$ 19.39	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 14.79 **	0.00
ELECTRICIAN.....	\$ 19.91	2.54



INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 17.16 **	4.76
IRONWORKER, REINFORCING.....	\$ 14.00 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 19.39	0.00
LABORER: Common or General.....	\$ 11.53 **	0.00
LABORER: Mason Tender - Brick...	\$ 12.04 **	0.00
LABORER: Pipelayer.....	\$ 14.02 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 19.10	0.00
OPERATOR: Bulldozer.....	\$ 16.74 **	0.00
OPERATOR: Crane.....	\$ 17.52	0.00
OPERATOR: Grader/Blade.....	\$ 14.66 **	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 17.79	0.00
OPERATOR: Roller.....	\$ 14.86 **	2.18
PAINTER (Brush and Roller).....	\$ 13.38 **	0.00
ROOFER.....	\$ 15.39 **	0.00
SHEET METAL WORKER, Includes HVAC Duct Installation.....	\$ 20.25	2.73
TRUCK DRIVER: Dump Truck.....	\$ 13.92 **	0.85

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

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*\*\* Workers in this classification may be entitled to a higher  
minimum wage under Executive Order 14026 (\$17.20) or 13658  
(\$12.90). Please see the Note at the top of the wage*

determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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)).

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed

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

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

#### *Survey Rate Identifiers*

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

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

#### *Union Average Rate Identifiers*

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

determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

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### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

Wage and Hour Administrator

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

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

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

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

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

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*END OF GENERAL DECISION"*

*"General Decision Number: AR20240057 01/05/2024*

*Superseded General Decision Number: AR20230057*

*State: Arkansas*

*Construction Type: Heavy  
HEAVY CONSTRUCTION PROJECTS (Including Water and Sewer Lines)*

*County: Sebastian County in Arkansas.*

*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).*

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*|If the contract is entered |. Executive Order 14026 |*

into on or after January 30, generally applies to the 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 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: Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 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 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>.

Modification Number    Publication Date  
 0                            01/05/2024

SUAR2015-054 01/09/2017

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 16.47 **	1.93

CEMENT MASON/CONCRETE FINISHER...	\$ 15.23 **	0.00
ELECTRICIAN.....	\$ 22.88	7.19
LABORER: Common or General.....	\$ 12.16 **	0.00
LABORER: Pipelayer.....	\$ 14.54 **	1.82
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 16.35 **	0.00
OPERATOR: Bulldozer.....	\$ 17.00 **	1.92
OPERATOR: Crane.....	\$ 24.21	6.79
OPERATOR: Loader.....	\$ 15.45 **	0.00
PAINTER (Brush and Roller).....	\$ 18.00	0.00
TRUCK DRIVER: Dump Truck.....	\$ 14.05 **	3.04

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

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*\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.*

*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)).

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

#### Union Rate Identifiers

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

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



## *Survey Rate Identifiers*

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

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

## *Union Average Rate Identifiers*

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

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

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## **WAGE DETERMINATION APPEALS PROCESS**

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

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

*On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.*

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

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

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

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

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

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

*Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.*

Washington, DC 20210

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

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*END OF GENERAL DECISION"*

*"General Decision Number: AR20240172 01/05/2024*

*Superseded General Decision Number: AR20230172*

*State: Arkansas*

*Construction Type: Highway*

*County: Sebastian County in Arkansas.*

*HIGHWAY CONSTRUCTION PROJECTS*

*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).*

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*|If the contract is entered |. Executive Order 14026 |  
into on or after January 30,	generally applies to the
2022, or the contract is	contract.
renewed or extended (e.g., an	. The contractor must pay
option is exercised) on or	all covered workers at
after January 30, 2022:	least \$17.20 per hour (or
	the applicable wage rate
	listed on this wage
	determination, if it is
	higher) for all hours
	spent performing on the
	contract in 2024.

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*|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 all
extended on or after January	covered workers at least
30, 2022:	\$12.90 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 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>.

Modification Number Publication Date  
 0 01/05/2024

SUAR2014-044 07/21/2014

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 16.68 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.07 **	0.00
ELECTRICIAN, Includes Traffic Signalization.....	\$ 20.40	0.00
FENCE ERECTOR.....	\$ 11.78 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 13.25 **	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 20.00	0.00
IRONWORKER, REINFORCING.....	\$ 14.22 **	0.00

IRONWORKER, STRUCTURAL.....	\$ 18.35	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....		
	\$ 14.68 **	0.00
LABORER: Common or General.....	\$ 12.22 **	0.00
LABORER: Mason Tender - Cement/Concrete.....		
	\$ 13.08 **	0.00
LABORER: Pipelayer.....	\$ 14.33 **	0.00
OPERATOR: Asphalt Spreader.....	\$ 15.80 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....		
	\$ 18.08	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....		
	\$ 16.06 **	0.00
OPERATOR: Broom/Sweeper.....	\$ 12.00 **	0.00
OPERATOR: Bulldozer.....	\$ 16.17 **	0.00
OPERATOR: Crane.....	\$ 25.34	0.00
OPERATOR: Drill.....	\$ 14.85 **	0.00
OPERATOR: Grader/Blade.....	\$ 17.00 **	0.00
OPERATOR: Hydroseeder.....	\$ 10.79 **	0.00
OPERATOR: Loader.....	\$ 23.68	12.36
OPERATOR: Mechanic.....	\$ 19.07	0.00
OPERATOR: Milling Machine.....	\$ 17.73	0.00
OPERATOR: Oiler.....	\$ 19.29	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....		
	\$ 21.54	0.00
OPERATOR: Post Driver (Guardrail/Fences).....		
	\$ 16.97 **	0.00

OPERATOR: Roller.....	\$ 15.80 **	0.00
OPERATOR: Scraper.....	\$ 16.50 **	0.00
OPERATOR: Screed.....	\$ 17.30	0.00
TRAFFIC CONTROL: Flagger.....	\$ 12.33 **	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....		
	\$ 12.21 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 16.49 **	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 21.03	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 18.61	0.00
TRUCK DRIVER: Water Truck.....	\$ 14.73 **	0.00
TRUCK DRIVER: Semi/Trailer Truck.....	\$ 12.50 **	0.00

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

=====

*\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.*

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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>.

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

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

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## WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination*
- \* a survey underlying a wage determination*
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- \* a conformance (additional classification and rate) ruling*

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*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  
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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.*

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200 Constitution Avenue, N.W.  
Washington, DC 20210*

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

=====

*END OF GENERAL DECISION"*

#### SPECIAL CONTRACT REQUIREMENTS

1) FAR provision 52.229-11 and FAR clause 52.229-12

FAR provision 52.229-11 and FAR clause 52.229-12 are included in this solicitation. This provision and clause concern the imposition of a 2 percent Federal excise tax withholding on any resultant contract award or payment request. This rule applies to Federal Government contracts for goods or services that are awarded to foreign persons – such as foreign contractors. It implements the Department of the Treasury’s final regulations published in the Federal Register at 81 FR 55133 on August 18, 2016, under section 5000C of the Internal Revenue Code relating to the 2 percent tax on payments made by the U.S. Government to foreign persons pursuant to certain contracts.

Pursuant to the FAR 52.229-3 Federal, State, and Local Taxes, taxes imposed under 26 U.S.C. 5000 C may not be included in the contract price or reimbursed.

Exemptions from this excise tax must be claimed by an Offeror when it submits, with its offer, a U.S. Department of Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at [www.irs.gov/W14](http://www.irs.gov/W14). If not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent on each contract payment. Failure to submit an IRS Form W-14 with each payment request will also result in an automatic withholding of 2 percent from the payment request.

When filling out the IRS Form W-14 the following information may be used to complete Part I, Lines 6 and 7.

Line 6 Contract/reference number: *W9126G24R10BP*

Line 7 "Name and address of the acquiring agency": 819 Taylor St, CT OFC RM 2A17  
Fort Worth TX 76102

Any exemption claimed and self-certified is subject to audit by the IRS. Any disputes concerning this tax are adjudicated by the IRS because the Section 5000C tax is a tax matter not a contract issue.

Offerors are encouraged to seek guidance from their own tax professionals for advice concerning the provision, clause, and exclusions exclusion/submission of IRS Form W-14. Additional information is also available at:

Notwithstanding the above, the USACE does not have a means of withholding this excise tax at this time. As a result, contractors are expected to comply with the instructions above and to properly complete and return the W-14 at proposal submission, and with each pay application. The amount due for each withholding will be confirmed by USACE, BUT WILL NOT BE WITHHELD. It is the contractor's responsibility to set aside, or remit to the IRS, the amount confirmed by USACE. Whether the contractor sets the money aside for future payment to the IRS, or makes payment to the IRS, is the contractor's discretion, based on its analysis of the regulations regarding the excise tax. In the event that USACE is able to withhold during contract performance, it will notify the contractor and make such a withholding (including any catch up withholdings); no advance notice is required to the contractor prior to the withholding. Under no circumstances is USACE liable for any tax not paid by the contractor. The contractor is liable for the tax, to the extent required by law, regardless of whether USACE makes a withholding.

FAR 29.204 expressly states that "agencies merely withhold the tax (section 5000C tax) for the Internal Revenue Service (IRS). All substantive issues regarding the underlying section 5000C tax, e.g., the imposition of, and exemption from the tax, are matters under the jurisdiction of the IRS." Therefore, we cannot help you determine how the tax law applies to you. We strongly recommend that you contact the IRS and/or a tax professional should you have any questions of this nature. To be clear, this information does not constitute tax advice or a representation of your tax liability. Furnishing this information does not create liability for the USACE for any Federal, state, or local taxes applicable to the above-referenced contract or any other contract.

\*\*\*\*\*

For submission requirements and basis of evaluation:

Executed FAR Provision 52.229-11.

Completed IRS Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, if applicable. *If not submitted with the offer, exemptions will not*

be applied to any resulting contract and the Government will withhold a full 2 percent on each payment.

**End of Section 00 73 00**

SECTION 01 00 00.00 46

DESIGN AND CONSTRUCTION SCHEDULE

PART 1 GENERAL

1.1 SCHEDULE

Commence, prosecute, and complete the work under this contract in accordance with the following schedule and CONTRACT CLAUSES COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK and LIQUIDATED DAMAGES:

	Item of Work	Commencement of Work (Calendar days)	Completion of Work (Calendar days)	Liquidated Damages per calendar days
(1)	All work, including O&M Manuals and Final Record Drawings for the renovation of B216.	Upon receipt of NTP.	NLT 30 June 2026	\$ 6,694.00
(2)	All work, including O&M Manuals and Final Record Drawings for the renovation of B201, B202, B214, and B218.	Upon receipt of NTP.	880 days	\$6,694.00

a. All work on this project shall be completed within the number of calendar days stated in Work Item 1 above, inclusive of all review periods and Government phasing requirements specified. If the Government accepts a proposal for a completion period of lesser duration, and such proposal alters the time periods for review and phasing, the Contract shall be read to include the original periods for review and phasing. If a completion period of lesser duration is proposed and accepted by the Government, the accepted completion period will replace the original construction schedule listed above in

the Schedule. If an alternate completion period is proposed, the Bid Schedule must reflect pricing information for the alternate proposed completion period. The liquidated damages stated above will be applied for each calendar day the Contractor exceeds the Contract scheduled duration.

b. Liquidated damages for individual items of work will not be combined. Only the rate of the affected item of work will be assessed.

c. Liquidated damages are not accumulative for multiple phases of work.

\*\* Operation and Maintenance Manuals: See Section 01 32 01.00 10 PROJECT SCHEDULE, paragraph O&M Manuals for requirements and withholding amount to ensure completion of O&M Manuals.

\*\*\* Record Drawings: See Section 01 32 01.00 10 PROJECT SCHEDULE, paragraph titled As-Built DRAWINGS for requirements and withholding amount to ensure completion of record drawings.

#### 1.1.1 Testing of Heating and Air-Conditioning Systems

The times stated for completion of this project includes all required testing specified in appropriate specification sections of heating, air conditioning and ventilation systems including HVAC Commissioning. Exception: boiler combustion efficiency test, boiler full load tests, cooling tower performance tests, and refrigeration equipment full load tests, when specified in the applicable specifications, shall be performed in the appropriate heating/cooling season as determined by the Contracting Officer.

### 1.2 SECURITY REQUIREMENTS

#### 1.2.1 Installation Entrance Requirements

All installation entrance requirements are outline in 01 35 10.00 46 SPECIAL PROJECT PROCEDURES FOR EBBING FIELD.

### 1.3 UTILITIES

#### 1.3.1 Payment for Utility Services

#### 1.3.2 Coordination

For Contractor Telephone and Internet Service, the Contractor shall coordinate with local phone company for contractor telephone and internet service during construction.

#### 1.3.3 Outages

See 01 14 00.00 46 WORK RESTRICTIONS (SWL) for outage information.

### 1.4 CONTRACTOR PERFORMANCE EVALUATIONS

In accordance with the provisions of Subpart 36.201 (Evaluation of Contractor Performance) of the Federal Acquisition Regulation (FAR), construction contractor's performance shall be evaluated throughout the performance of the contract. The United States Army Corps of Engineers

(USACE) follows the procedures outlined in Engineering Regulation 415-1-17 to fulfill this FAR requirement. For construction contracts awarded at or above \$750,000.00, the USACE will evaluate contractor's performance and prepare a performance report using the Contractor Performance Assessment Reporting System (CPARS), which is now a web-based system. After an evaluation (interim or final) is written up by the USACE, the contractor will have the ability to access, review and comment on the evaluation for a period of 60 days. Accessing and using CPARS requires specific software, called PKI certification, which is installed on the user's computer. The certification is a Department of Defense requirement and was implemented to provide security in electronic transactions. The certification software could cost approximately \$110 - \$125 per certificate per year and is purchased from an External Certificate Authorities (ECA) vendor. Current information about the PKI certification process and for contacting vendors can be found on the web site: <http://www.cpars.csd.disa.mil/>. If the Contractor wishes to participate in the performance evaluation process, access to CPARS and PKI certification is the sole responsibility of the Contractor.

#### 1.5 CONTRACTOR PAYROLL RECORD

Contractor shall be required to log payrolls for all their own employees and subcontractors utilizing ENG Form 3180. Each subcontractor requires a separate ENG 3180 for their payrolls. The Contractor shall maintain the ENG 3180, along with the payrolls, on site and available for review by the Contracting Officer's Representative. The ENG 3180's shall be updated weekly as payrolls are submitted. After making copies for their files, the Contractor is required to submit the originals of each week's payrolls to the Resident Office via the Resident Management System (RMS) and to SWL's Office of Counsel via email as instructed. Before final payment, the Contractor shall provide the completed ENG 3180's to the Contracting Officer's Representatives.

#### 1.6 CONTRACTOR SUPPLY and USE OF ELECTRONIC SOFTWARE FOR PROCESSING WAGE RATE REQUIREMENTS CERTIFIED LABOR PAYROLLS

(a) The contractor is required to use a commercially-available electronic system to process and submit certified payrolls electronically to the Government. The requirements for preparing, processing, and providing certified labor payrolls are established by the Wage Rate Requirements statute.

(b) The contractor shall be responsible for obtaining and providing for all access, licenses, and other services required to provide for receipt, processing, certifying, electronically transmitting to the Government, and storing weekly payrolls and other data required for the contractor to comply with the Wage Rate Requirements statute. When the contractor uses an electronic payroll system, the electronic payroll service shall be used by the contractor to prepare, process, and maintain the relevant payrolls and basic records during all work under this construction contract and the electronic payroll service shall be capable of preserving these payrolls and related basic records for the required 3 years after contract completion. The contractor shall obtain and provide electronic system access to the Government, as required to comply with the Wage Rate Requirements over the duration of this construction contract. The access shall include electronic review access by the Government contract administration office to the electronic payroll processing system used by the contractor.

(c) The contractor's provision and use of an electronic payroll processing system shall meet the following basic functional criteria:

- (1) commercially available;
- (2) compliant with appropriate Wage Rate Requirements statute payroll provisions in the Federal Acquisition Regulation (FAR);
- (3) able to accommodate the required numbers of employees and subcontractors planned to be employed under the contract;
- (4) capable of producing an Excel spreadsheet-compatible electronic output of weekly payroll records for export in an Excel spreadsheet;
- (5) demonstrated security of data and data entry rights;
- (6) ability to produce contractor-certified electronic versions of weekly payroll data;
- (7) ability to identify erroneous entries and track the date/time of all versions of the certified Wage Rate Requirements statute payrolls submitted to the government over the life of the contract;
- (8) capable of generating a durable record copy, that is, a CD or DVD and PDF file record of data from the system database at end of the contract closeout. This durable record copy of data from the electronic payroll processing system shall be provided to the Government during contract closeout.

(d) All contractor-incurred costs related to the contractor's provision and use of an electronic payroll processing service shall be included in the contractor's price for the overall work under the contract. The costs for compliance with the Wage Rate Requirements statute by using electronic payroll processing services shall not be a separately bid or reimbursed item under this contract.

#### 1.7 ADDITIONAL CONTRACTOR PAYROLL RECORD

(1) The Little Rock District requires the contractor and all sub-contractors to use an electronic payroll system meeting the requirements the above referenced requirements and the following.

(a) The Certified Labor Payrolls must be tracked electronically via WEB-based software and all data must be submitted via WEB. Payroll guidelines, "Instructions to Contractors on Contract Labor Requirements, published as "Appendix A, SWFP 1185-1-1" (also known as the Green book), will be provided to advise/inform contractors how these labor provisions will be administered and enforced.

(b) The WEB-based software must be capable of downloading data directly from existing electronic payrolls, track workers to ensure that overtime is being paid when overtime status is reached on Government contracts whether on one or multiple contracts or different sub-contractors. The software must track apprentices and journeyman ratios, create and track SF-1444 "Request for Authorization of Additional Classification and Rate", track workers by name/address/with or without Social Security Numbers, allow automated redaction of information appearing on payroll statements for agency response to Freedom of Information Act (FOIA requests), and provide free online training by the software provider to any user of the



software.

(c) The software must allow fringe benefit statement to track fringe benefits "whether cash or into an approved plan, fund, or program. If the fringe benefits are paid into a plan, fund, or program the company's name (receiving benefits), phone number, and address shall be listed on the Statement of Compliance Form (DD Form 879 or WH-347).

(d) Software must provide a method of tracking standard and non-standard deductions such as restitution, alimony, child support, and allow for custom entries. Method of tracking must list the deductions on the statement of compliance or be listed as an attachment.

(e) The Contractor is required to provide the updated 3180's and notify the Contracting Officer's Representatives weekly by email when the current payrolls are complete and ready for inspection/review on the WEB. Before final payment, the Contractor shall provide the completed ENG For 3180's and 3 disks (CD/DVD) which include complete copies of the Contractor and sub-contractor's payrolls/attachments, to the Contracting Officer's Representatives.

(2) Electronic copies of electronically/manually signed forms/memos/letters such as SF 1413 Statement of Acknowledgement (sub-contractor agreement), SF-1444 "Request for Authorization of Additional Classification and Rate", employee deduction authorization, certification of apprentices and trainees shall be provided to the Contracting Officer's Representative as required by FAR.

#### 1.8 STREET CLOSINGS

The Contractor shall coordinate all requests for street closings with the Contracting Officer in writing 21 days prior to date of requested outage:

a. One lane traffic shall be maintained at all times (except that a total closing may be allowed for specific 8-hour periods).

b. The final street repair shall be completed within 21 calendar days after the start of any street crossing. Any part of the street returned to service prior to final repair shall be maintained smooth with hot-mix cold-lay surface course.

c. Open cuts across paved roads and streets for utility crossings will not be allowed. Utility crossings will be accomplished by boring or jacking procedures only.

#### 1.9 SEQUENCE OF DESIGN/CONSTRUCTION (FAST TRACK)

(a) After receipt of the Contract Notice to Proceed (NTP) the Contractor shall initiate design, comply with all design submission requirements as covered under Division 01 General Requirements, and obtain Government review of each submission. The Contractor may begin construction on portions of the work for which the Government has reviewed the final design submission and has determined satisfactory for purposes of beginning construction. The Contracting Officer will notify the Contractor when the design is cleared for construction. The Government will not grant any time extension for any design resubmittal required when, in the opinion of the Contracting Officer, the initial submission failed to meet the minimum quality requirements as set forth in the Contract.

(b) If the Government allows the Contractor to proceed with limited construction based on pending minor revisions to the reviewed Final Design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted and are satisfactory to the Government.

(c) No payment will be made for any in-place construction until all required submittals have been made, reviewed and are satisfactory to the Government.

#### 1.10 Veterans Employment Emphasis for U.S. Army Corps of Engineers Contracts

In addition to complying with the requirements outlined in FAR Part 22.13, FAR Provision 52.222-38, FAR Clause 52.222-35, FAR Clause 52.222-37, DFARS 222.13 and Department of Labor regulations, U.S. Army Corps of Engineers (USACE) contractors and subcontractors at all tiers are encouraged to promote the training and employment of U.S. veterans while performing under a USACE contract. While no set-aside, evaluation preference, or incentive applies to the solicitation or performance under the resultant contract, USACE contractors are encouraged to seek out highly qualified veterans to perform services under this contract. The following resources are available to assist USACE contractors in their outreach efforts:

U.S. Department of Labor Veterans' Employments and Training Service (VETS):  
[www.dol.gov/vets](http://www.dol.gov/vets)

Federal Veteran Employment Information:  
<https://www.fedshirevets.gov/>

Veterans Opportunity to Work (VOW) Program:  
<https://www.benefits.va.gov/vow/>

U.S> Army Warrior Transition Command Employments Index:  
<https://wct.army.mil/modules/employers/index.html>

Hiring Our Heros:  
<https://www.uschamberfoundation.org/hiring-our-heroes>

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

-- End of Section --

SECTION 01 00 50

FORMS AND ATTACHMENTS

PART 1 GENERAL

Listed below, and attached at the end of this section, are forms and attachments referred to into other parts of the technical specifications.

1.1 SUBMITTAL REGISTER

In this section.

1.2 TRANSMITTAL FORM (ENG FORM 4025-R)

See Section 01 33 00 SUBMITTAL PROCEDURES

1.3 ACTIVITY HAZARD ANALYSIS (AHA)

See Section 01 35 26 GOVERNMENTAL SAFETY REQUIREMENTS

1.4 ACCIDENT INVESTIGATION REPORT (ENG FORM 3394)

See Section 01 35 26 GOVERNMENTAL SAFETY REQUIREMENTS

1.5 SWL FORM 463

See Section 01 35 26 GOVERNMENTAL SAFETY REQUIREMENTS

1.6 OSHA FORM 300 & 301

See Section 01 35 26 GOVERNMENTAL SAFETY REQUIREMENTS

1.7 RMS-QCS MONTHLY INJURIES-ILLNESSES & EXPOSURE

See Section 01 35 26 GOVERNMENTAL SAFETY REQUIREMENTS

1.8 SAFETY PERFORMANCE SIGN

See Section 01 14 00.00 46 WORK RESTRICTIONS

1.9 PROJECT IDENTIFICATION SIGN

See Section 01 14 00.00 46 WORK RESTRICTIONS

1.10 USACE-LITTLE ROCK DISTRICT NATIONAL BACKGROUND SCREENING  
CONSENT/RELEASE FORM (SSCI-2013)

See Section 01 15 10.10 46 AT/OPSEC SITE SECURITY REQUIREMENTS

1.11 OPTIONAL FORM 306

See Section 01 15 10.10 46 AT/OPSEC SITE SECURITY REQUIREMENTS

1.12 SWL Form 487 USACE-SWL CONTRACTOR REQUIRED INFORMATION FORM

See Section 01 15 10.10 46 AT/OPSEC SITE SECURITY REQUIREMENTS

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used

-- End of Section --