

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1   38</div>	
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">0001</div>		3. EFFECTIVE DATE <div style="text-align: center;">13-Jan-2023</div>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY <div style="text-align: center;">CODE</div> USPFO CT 103 MISSION SUPPORT CONTRACTING 161 RAINBOW ROAD BRADLEY ANGB EAST GRANBY CT 06026-9309		7. ADMINISTERED BY (If other than item 6) <div style="text-align: center;">CODE</div> <div style="text-align: center; font-size: 1.2em;">See Item 6</div>					
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. W50SC223R0001	
				X		9B. DATED (SEE ITEM 11) 28-Nov-2022	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  The purpose of this solicitation amendment is to accomplish the following: 1. Clause 52.219-8 has been updated to 52.219-8 (Dev 2023-O0002). 2. The requirement to submit a Small Business Participation Plan with the proposal has been added in Section 00120, paragraph 2.2.3.4. 3. The number of days to complete Anti-Terrorism Level I Training has been defined as 45 days in Section 010000, paragraph 17.6.3. 4. The Wage Determination has been updated. At least one more solicitation amendment will be posted to incorporate all RFIs and responses. All amendments must be acknowledged in Box 19 of the proposal.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED  13-Jan-2023	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

## SECTION 00100 - BIDDING SCHEDULE/INSTRUCTIONS TO BIDDERS

The following have been modified:

SECTION 00100

## Section 00100 INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

**1. SCOPE**

1.1. You are invited to submit a proposal in response to our Request for Proposal W50SC2-23-R-0001 for Project No. CEKT179200 at Bradley Air National Guard Base (ANGB). As a result of this solicitation, the Government intends to award a single Firm Fixed Price (FFP) contract to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

1.2. This solicitation is unrestricted, full and open competition.

**2. NOTICE OF PRE-PROPOSAL CONFERENCE**

2.1. A pre-proposal conference will be conducted on January 5, 2023 at 10:00 AM EST for the purposes of briefing the proposal requirements. This conference will be held at the Dining Facility (DFAC), Building 24, Bradley ANGB, 161 Rainbow Road, East Granby, CT. Interested Contractors are highly encouraged to attend the pre-proposal conference. The site visit will be held following the conference.

2.2. Due to security conditions, all offerors must register to attend this conference and site visit. Email the following information for all attendees to [eric.m.hoss.mil@army.mil](mailto:eric.m.hoss.mil@army.mil) and [delmar.munoz.mil@army.mil](mailto:delmar.munoz.mil@army.mil).

Visitor's Name

Gender

Driver's License No., State Issued and Expiration Date

Date of Birth

Citizenship

2.3. This information must be provided in advance, **not later than three (3) business days prior to the meeting**, in order to ensure access to the military base and conference site and ensure adequate seating for the conference attendees. Even if you have access to the base you must register to ensure adequate seating. The furnishing of the above information is voluntary; however, your failure to furnish all or part of the requested information will most likely result in the Government's denial of your access to the pre-proposal conference. This information will be provided to the Base Security Forces who will authorize your entrance to the site.

2.4. You will be required to present the following information upon arrival: (1) Vehicle Registration, (2) Valid Driver's License, (3) Proof of Insurance for Vehicle, and/or (4) Safety Inspection and Car Rental agreement if applicable. Any of the above information furnished by you is protected under the Privacy Act and shall not be released unless permitted by law and/or you have consented to such.

2.5. Information provided at this conference or site visit shall not qualify the terms and conditions of the solicitation and specifications. Terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing. If an amendment is issued, normal procedures relating to the acknowledgment and receipt of solicitation amendments shall apply.

2.6. A record of any materials presented shall be furnished to all prospective offerors via posting to <https://www.sam.gov>.

### **3. FORMAL COMMUNICATION, OFFEROR EXPLANATIONS**

3.1. Submit all questions via email to the contracting office at the address shown below. Do NOT contact the A-E or Engineering personnel directly. Doing so will only delay the response to your question.

Subject Line: Reference No. W50SC2-23-R-0001

Email: [eric.m.hoss.mil@army.mil](mailto:eric.m.hoss.mil@army.mil) and [delmar.munoz.mil@army.mil](mailto:delmar.munoz.mil@army.mil)

#### **INQUIRIES SHALL BE SUBMITTED VIA EMAIL AND INCLUDE THE FOLLOWING INFORMATION:**

Date of Proposal Inquiry:

From: \_\_\_\_\_

Company Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email address: \_\_\_\_\_

Proposal Inquiry: Be specific as to part of the solicitation you are questioning.

3.2. Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, or proposals, drawings, specifications, etc. must be requested in writing and with sufficient time allowed for a reply to reach offerors before the submission of their offer.

3.3. The Contracting Officer reserves the right to address questions received after the fifth day prior to solicitation closing with those offers deemed compliant and/or in the competitive range after closing. All questions and requests for information (RFI) must be received NOT LATER THAN the fifth working day prior to closing and will be posted not later than two working days prior to closing. OFFERORS ARE STRONGLY ENCOURAGED TO SUBMIT QUESTIONS EARLY IN THIS PROCESS.

3.4. Any interpretations made will be in the form of an amendment of the solicitation, drawings, specifications, etc., and will be furnished to all prospective offerors via posting to <https://www.sam.gov>.

3.4.1. Receipt by the offeror must be acknowledged in the space provided on the SF 1442 or by returning a signed copy of the amendment by the time set for receipt of proposals. Explanations or instructions given in a form other than an amendment to the solicitation shall not be binding. Questions (on a non-attribution basis) and answers shall be furnished to all prospective offerors via the web site.

3.4.2. For security reasons, all technical and engineering data related to this solicitation will be distributed on <https://www.sam.gov> which is a web-based dissemination tool designed to safeguard acquisition-related information for all Federal agencies. Plans and specifications are uploaded and require Contractors to request explicit access from the Contracting Officer.

3.4.2.2. Interested offerors must be registered in the System for Award Management (SAM). To register go to: [www.sam.gov](https://www.sam.gov). Instructions for registering are on the web page. (Please note that the registration for access to the secure site takes approximately 15 business days, so plan accordingly.)

### **4. AMENDMENTS PRIOR TO DATE SET FOR RECEIPT OF PROPOSALS**

4.1. The right is reserved, as the interest of the Government may require, to revise or amend, the specifications

or drawings or both prior to and/or after the date set for receipt of proposals as necessary. Such amendments, if any, will be announced by an amendment or amendments to this Request for Proposal. All information relating to this RFP, including pertinent changes/amendments and information prior to the date set for receipt of proposals will be posted at <https://www.sam.gov>.

4.2. Offerors are strongly cautioned to check this site frequently and to “refresh” their web page to ensure they have the latest information.

## **5. HAND CARRIED PROPOSALS/INVITATIONS**

5.1. A bid repository is provided for hand carried proposals and is located at: Camp Hartell, Building P-123, 580 North Street, Windsor Locks, CT 06096.

5.2. Hand carried proposals must be deposited in the repository prior to the time established for receipt of proposals.

5.3. Offerors are cautioned that approval to enter the base must be obtained prior to the closing date for receipt of proposals. **Follow the procedures outlined above in paragraph 2.1.2. for entry.** Delays are probable at the entry point and should be accounted for. Late receipt of proposals due to base entry delays may not be deemed excusable and the Contracting Officer may declare the proposal late and remove it from consideration.

## **6. WAGE DETERMINATION**

6.1. The Construction Wage Rate Requirements formerly known as Davis Bacon Wage Rates are applicable to this project. Current prevailing wage determination(s) at time of issuance of solicitation are CT20220021 for Hartford County, Connecticut.

In the event the current prevailing Wage Determination is changed by the Department of Labor prior to the closing date of the solicitation, the most current wage determination is in effect. Should the wage rate change after closing, but prior to award, the updated Wage Determination will be incorporated by amendment and issued to all offerors that have not been eliminated from the competition. If applicable, these offerors/contractors will be given a reasonable opportunity to provide revised proposals solely to amend proposals due to Wage Determination changes. If the wage determination modification does not change any affected wage rates, then the provisions of FAR 22.404-5(c)(4) will apply.

6.2. Applicable wage rates can be found at SAM.gov.

## **7. PROPOSAL EXPENSES AND PRE-CONTRACT COSTS**

This RFP does not commit the Government to pay costs incurred in preparation and submission of initial and subsequent proposals or for other costs incurred prior to award of a formal contract.

## **8. REMOVAL OF SECTIONS AT TIME OF AWARD**

Sections 00100, 00110, 00120, 00600 and all exhibits will be physically removed as a result of an award, but will be deemed to be incorporated by reference in that award.

## **9. DISPOSITION OF UNSUCCESSFUL PROPOSALS**

In compliance with FAR Subpart 4.8, the Government will retain one copy of all unsuccessful proposals. The Government will destroy extra copies of unsuccessful proposals. No destruction certificate will be provided.

## **10. INFORMATION REGARDING AVAILABILITY OF UTILITY SERVICES**

It has been determined that all temporary utilities shall be the responsibility of the contractor. The contractor will

pay all charges (hook up fees, metering, monthly usage, etc.) resulting from temporary utilities. The offerors shall take this into consideration when computing their offers. (FAR Clause 52.236-14, Availability and Use of Utility Services.)

## **11. BID BONDS**

An Original bid bond is required with submission of the proposal. The bid bond is due on the date as stated on the SF1442 block 13. The bid bond must be on a SF24 form. Rejection of a bid bond shall be in accordance with FAR 28.101-4 Noncompliance with bid guarantee requirements.

## **12. EXCEPTIONS**

If the offeror takes exception to any of the requirements specified in this solicitation, the offeror shall clearly identify each such exception and include a complete explanation of why the exception was taken and what benefit accrues to the Government. All exceptions to the solicitation requirements (Sections 00010 through 00800) and supporting rationale shall be included in an addendum to the proposal and clearly labeled "Exceptions". An addendum is only required if the offeror takes exception to any requirement in the solicitation. (The Addendum does not have a page limitation, but shall only include information relevant to exceptions taken to the solicitation requirements.) The Government will assume an offeror takes no exceptions to any solicitation requirement if the offeror does not submit an Addendum identifying exceptions. Offerors are advised that solicitation requirements are not necessarily negotiable and such exceptions may render an offeror's proposal unacceptable and ineligible for award.

## **13. CLAUSES**

12.1. Clauses and provisions from the Federal Acquisition Regulation (FAR) and supplements thereto are incorporated in this document by reference and in full text. Those incorporated by reference have the same force and effect as if they were given in full text.

12.2. Clauses and provisions in this document may not appear in consecutive order.

## **14. BRAND NAME REQUIREMENTS**

See Brand Name Justification and Approval, Control No. 22-39, which includes the following brand name items: Advantor Security System, Federal Signal System UltraVoice Remote Interface (UVRI), Monaco Mass Notification Panel and Monaco Fire Alarm Addressable Components.

End of Section 00100

## **SECTION 00110 SUBMISSION REQUIREMENTS AND INSTRUCTIONS**

### **1. PROPOSAL PREPARATION INSTRUCTIONS**

1.1. These instructions prescribe the format of proposals, and describe the approach for the development and presentation of the proposal data. They are designed to ensure the submission of necessary information to provide for the understanding and comprehensive evaluation of proposals. Carefully review this section prior to commencing proposal preparation. All solicitation amendments must be acknowledged in accordance with Section 00100, FAR Provision 52.215-1, Instruction to Offerors – Competitive Acquisition.

1.2. Offerors are cautioned to strictly comply with all instructions within this solicitation to ensure submission of a complete proposal. Failure to furnish a complete proposal, at the time of proposal submission, may result in the proposal being unacceptable to the Government and eliminated from consideration for award.

### **2. PROPOSAL CONTENT**

2.1. Prospective offerors shall submit the following volumes in two separate packages:

Volume 1, Price proposal, pro forma documents, in original and (3) three hard copies, in accordance with instructions contained herein.

Volume 2, Part 1 – Technical Merit, in original, (3) hard copies and one CD.

Subfactor 1 – Experience and Capability (limit resumes to 2 pages each)  
Subfactor 2 – Key Personnel  
Subfactor 3 – Construction Schedule

Volume 2, Part 2 – Past/Present Performance Information

Subfactor 1 – Quality Control  
Subfactor 2 - Timely Performance  
Subfactor 3 – Compliance with Safety Standards  
Subfactor 4 – Management Effectiveness  
Subfactor 5 – Compliance with Federal laws and regulations  
Subfactor 6 – Compliance with utilization of small business concerns requirements (applicable to all offerors). Reference FAR 19.702.

Exhibit A - Performance Relevancy Questionnaire should provide questionnaire responses to the Contracting Officer not later than the closing date.

2.2. After compiling all required information, either submit original by either hand carrying the specified number of copies to the following office: USPFO-CT P&C, Camp Hartell, Building P-123, Attn: 2d Lt Eric Hoss, 580 North Street, Windsor Locks, CT 06096, OR, mailing the specified number of copies via United States Postal Service (USPS) ONLY to 2d Lt Eric Hoss, Bradley ANGB, 161 Rainbow Road, East Granby, CT 06026. Mark the front of the envelope/box with the following: "PROPOSAL No. W50SC2-23-R-0001, DO NOT OPEN---Competitive Acquisition".

### 2.3. PROPOSAL FORMAT

2.3.1. Purpose: These instructions prescribe the format of proposals, and describe the approach for the development and presentation of the proposed data. The proposal shall include all of the information requested in the specific instructions. Failure to include all information requested may adversely affect the evaluation.

2.3.2. A proposal that merely reiterates or promises to accomplish the requirements of the RFP will be considered unacceptable. A proposal that is orderly and sufficiently documented will be easy for the Government to understand and will enable the Government to perform a thorough and fair evaluation.

2.3.3. Offerors are cautioned to submit enough information to enable the evaluation committee to fully ascertain each offeror's capability to perform all of the requirements contemplated by this solicitation. All commitments made in the proposal may become a part of the resultant contract. The data submitted with each proposal should be complete and concise, but not overly elaborate. Excessive reliance on promotional brochures is discouraged.

2.3.4. Written proposals shall be prepared on standard 8.5 x 11 inch paper (charts may be landscaped but must be on 8.5 x 11 inch paper) and shall be in a legible font size (10 min.). All pages of each proposal shall be appropriately numbered, and identified with the RFP number. For ease of reference, consecutive page numbering with tabs is required. Type size for graphics, charts, diagrams and tables shall be of an appropriate font and size for the application, and must be clearly readable without magnification assistance to the normal eye. Text lines will be no less than single-space. To the maximum extent practicable, proposal submission shall be double sided. Where page limits exist a page is defined as one single side of a page. Double sided pages count as 2 pages. Unless otherwise stated, tabs, indexes and dividers do not count in the page count.

2.3.5. Binding: Elaborate format and binding are neither necessary nor desirable. All binders will be capable of

lying flat when opened. Three ring binders are preferred. The cover and spine of each binder will clearly identify the offeror's name, Project number, RFP number, RFP title and copy number, (e.g. copy 2 of 3). The original for each volume will be clearly identified on the cover and the spine. All binders will allow for easy removal and replacement of pages.

2.3.6. Indexing: Each binder will contain a "Table of Contents" for that volume. The "Table of Contents" will identify major areas, paragraphs and subparagraphs by number and title, as well as by page number and volume locations. Tab indexing will be used to identify Sections as appropriate.

2.3.7. Electronic Copy: Provide one (1) electronic copy of all of the Volume 2 proposal information. Electronic copies shall be submitted on CD/DVD saved in Microsoft Word format or Adobe Acrobat. ("Read Only" files are acceptable).

2.3.10. The offeror shall be held responsible for the validity of all information supplied in his/her proposal, including that provided by potential subcontractors. Should subsequent investigation disclose that the facts and conditions were not as stated, the proposal may be rejected.

2.4. PROPOSAL VOLUME CONTENTS: Each offeror's proposal shall be submitted as set forth below and all information shall be confined to the appropriate part to facilitate independent evaluation. Proposals, which do not include the requested minimum information, may be eliminated from further consideration for award.

#### 2.4.1. VOLUME 1, PRICE INFORMATION AND PRO FORMA DOCUMENTS

2.4.1.1. Offerors shall provide all price information necessary to provide a meaningful basis for the Government's analysis and evaluation of price for the project set forth in Section 00120 of this solicitation. The Government is not, and does not intend on, requesting certified cost or pricing data. See bid schedule table for details.

2.4.1.2. Provide an introductory page to include Cage Code, UEI Number, Tax Identification Number (TIN), points of contact, authorized negotiators, contact phone, and email addresses. Also, include your business socioeconomic status, e.g. small business, woman-owned small business, HUBZone small business, etc.

2.4.1.3. Offer and Section 00010 – Complete in its entirety the "Offeror" portion of the Standard Form (SF) 1442. An official having the authority to contractually bind your company must sign the SF 1442 in accordance with FAR 4.102. One copy of the SF 1442 is required to have an original signature.

2.4.1.4. Section 00010 – Insert the price associated with the project in the line items. All line items (CLINs) must be priced to be considered.

2.4.1.5. Representations and Certifications- Section 00600- insert the required certifications and representations and return only those shown in section 00600. Return the entire Section 00600 with your proposal. All other required representations and certifications are to be completed on line in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov).

2.4.1.6. All potential offerors are required to register in the System for Award Management. See FAR Provision 52.204-7 System for Award Management.

2.4.1.7. Joint Venture Requirements - Parties wishing to propose as a joint venture must submit, with the Pro Forma documents, an executed copy of the joint venture agreement. The joint venture agreement shall be executed in accordance with FAR 4.102(d). Each joint venture partner shall submit evidence satisfactory to the Contracting Officer that its Board of Directors has approved its participation in the joint venture or by an instrument of similarly binding character in the case of an unincorporated entity. Offerors are reminded that to obtain an award the awardee, to include a joint venture, must be registered in the System for Award Management (SAM) database. Applicable to set-aside solicitations: Joint Ventures must meet applicable size standards (See FAR Subpart 19.1). Submit with the proposal any size determination for the Joint Venture entity received from the Small Business Administration. A Joint Venture where-in one party is not a small business may be referred to the Small Business Administration (

IAW FAR 19.302 (b)) to determine eligibility. All questions regarding Joint Ventures must be directed to the Small Business Administration (SBA) and not the Contracting Officer.

## 2.5. VOLUME 2, PART 1, OFFEROR TECHNICAL MERIT PROPOSAL

2.5.1. Volume 2 Part 1 is comprised of three (3) subfactors: Subfactor 1: Experience and Capability, Subfactor 2: Key Personnel, and Subfactor 3: Construction Schedule.

2.5.2. Government acknowledges that the technical proposal will involve discussion of some of the same projects/contracts discussed in the Past/Present Performance volume. While Past Performance examines how an offeror performed in the past, so as to determine the probability of success on future projects, this subfactor examines the offeror's experience with complex multidiscipline project management and execution and how the offeror demonstrates an understanding of the contract's requirements taking this experience into consideration. The Government intends to use Exhibit A Part 1 information in the evaluation of experience for Subfactor 1. A reiteration of the information provided in Exhibit A is neither required nor desired. Offeror should reference this information by providing a short summation of their relevant experience to meet the submission requirements of this subfactor.

2.5.2.1. Subfactor 1: Experience and Capability. The Experience and Capability Proposal is limited to 10 single pages, excluding tabs, indexes and resumes as noted below. Pages in excess of the limit will not be evaluated.

2.5.2.2. Demonstrate offeror's technical experience and capability to perform a project of this magnitude and complexity. Discuss any previous projects that are similar to this project in terms of scope, size and complexity. If no experience so state and indicate in detail how you plan to overcome this lack of experience. The onus is solely on the offeror to indicate in detail how the offeror plans to overcome this lack of experience

2.5.2.3. Subfactor 2: Key Personnel. Discuss and provide experience of key construction personnel including, but not limited to, Project Manager, Site Superintendent(s), Quality Control Manager (on site) and Safety Representative. (Resumes or experience cut sheets are limited to 2 pages each and are not part of the page count.) In the event the intended person is not part of the offeror's organization at the time the proposal is submitted then a completed Exhibit B, "Subcontractor/Team/Key Personnel Information and Consent Form" is also required or the information will not be considered. The Exhibit D Consent form or Letter of Intent is required for the Subcontractor to be considered.

2.5.2.4. Subfactor 3: Construction Schedule. The construction schedule and commissioning approach/timeline is obtained for the purposes of evaluating an offerors understanding of the requirements of the schedule and commissioning. The Schedule itself is not subject to page limits; however any narrative accompanying the schedule submission is limited to 5 pages, excluding tabs and indexes.

2.5.2.5. Provide Construction Schedule in a Gantt chart that shows the complete project schedule from Notice to Proceed date of June 1, 2023 (estimated) to include all construction activities as well as concurrent activities, and outline the critical path activities that will show successful execution of the construction project within the period of performance requirements per FAR 52.211-10. Also, include a narrative discussing the scheduling processes and resource allocation that ensure completion and control of schedule progress from beginning to the end of the project.

## 2.5.3. VOLUME 2, PART 2 OFFEROR PAST/PRESENT PERFORMANCE INFORMATION

2.5.3.1. Volume 2 Part 2 is obtained for the purpose of evaluating Past/Present Performance. Past/Present Performance includes current/on-going performance that is complete to 70% or greater. Volume 2 includes the offeror's Performance Relevancy Questionnaire, Exhibit A Parts 1 and 2; and any discussion and or additional information, awards, letters, etc. concerning past/present performance the offeror includes. Offerors are cautioned to complete all the questions on the Exhibit A Parts 1 and Part 2. Detailed instructions are included in Exhibit A.

2.5.3.2. Offerors shall use the Reference Package, Exhibit C, to obtain references from past and present clients.



2.5.3.3. Past/Present Performance, which includes current on-going (present) performance that is complete to 70% or greater will be evaluated using the evaluation criteria set forth in Section 00120 of the solicitation. If the offeror represents the combining of two or more companies, joint venture or formal teaming agreement, for the purpose of this RFP, each company shall complete Exhibit As and obtain Exhibit C references. The Government may contact these references and may consider this information as well as information obtained from any other sources when evaluating the offeror's past/present performance.

2.5.3.4. Offerors shall discuss their performance using the Performance Relevancy Questionnaire format, Exhibit A, Part 1. Prepare not more than (3-5) of these documents. Contractors should select their projects carefully because the quality of the contractor's relevant performance is more important than the quantity of projects submitted.

2.5.3.5. Use the Exhibit A format to provide information that demonstrates a history of performance on contracts that are similar in scope, complexity, and cost magnitude to this project's plans and specifications. Explain what aspects of the contract you find relevant to the proposed effort and identify how each contract ranks, in terms of relevancy, with respect to the other contracts addressed in proposal.

2.5.3.6. Offerors should consider the currency and relevancy of the past/present performance information to be considered, the performance must have been completed during the past five (5) years. The period begins five (5) years prior to the solicitation release date and includes current performance. Performance that is more current may have greater impact than older performance.

2.5.3.7. In determining relevancy to the solicitation requirement, offerors should consider the similarity of construction methods employed, size, scope, cost magnitude, location, client type (e.g. federal government) and complexity of work performed to those required for the proposed effort. Location should also be considered.

2.5.3.8. Offerors are encouraged to include with their proposal information any problems encountered on the identified contracts and the offeror's correction actions.

2.5.3.9. Offerors lacking relevant present/past performance experience may submit information regarding predecessor companies, key personnel who have relevant experience or subcontractors that will perform major or critical aspects of the requirement if such information is relevant to this acquisition. Such information shall, as a minimum, include:

Name(s) of Predecessor Company/Subcontractor and/or Key Personnel

Complete Address

Telephone, Fax Number and email address

Brief synopsis of the experience- A resume may be submitted for "Key Personnel" Describe relevancy to this project

2.5.3.10 Provide three (3) references, for each Predecessor Company, Subcontractor or Key Personnel. Clearly identify the contractor/individual for whom the reference information concerns.

2.5.3.11. Past Performance References – REQUIRED –Offerors shall prepare and submit to prior client(s) of all the projects listed on your Exhibit A submission a Reference Package (Exhibit C) (Detailed instructions are included in Exhibit C Package). This includes correspondence explaining the requirement to obtain an independent evaluation of prior contract performance, and the Past Performance Questionnaire for use in evaluating Past Performance. Inform references that completed Performance Questionnaire should be returned to the Contracting Officer via email at:eric.m.hoss.mil@army.mil and delmar.munoz.mil@army.mil to arrive later than the closing date for receipt of proposals. Offeror must not review the Past Performance Questionnaire prior to submission. They are to be submitted by the client/evaluator directly to the Contracting Officer. Offeror's should follow-up and encourage references to get the questionnaires to the Contracting Officer in a timely manner.

2.5.3.12. In assessing past performance, the Government may also consider the past/present performance of the offeror's key personnel, Project Manager, Site Superintendent, Quality Control Manager and Safety Representative, as it relates to previous projects. In the event the intended key personnel for this solicitation's project do not have demonstrated past performance in the project(s) submitted in the Exhibit A's, the Government reserves to obtain

reference information additional information is required.

2.5.3.12.1. Each key person without prior past performance history demonstrated on the submitted Exhibit A shall provide a summary of experience or a resume. In the event the intended person is not part of the offeror's organization at the time the proposal is submitted then a completed Exhibit B, "Subcontractor/Team/Key Personnel Information and Consent Form (Exhibit D)" or Letter of Intent, is also required or the information will not be considered. The Government may seek additional references and reserves the right to use the information provided to obtain additional references.

2.5.3.13. Offerors are advised that the Government may use all data provided by the offeror in this volume and data obtained from any other sources, to include, but not limited to, data independently obtained from other Government or commercial sources; from any other sources available to the Government, to include, but not limited to, the Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), or other databases; interviews with Program/Project Managers, Contracting Officers or rely upon personal business experience with the offeror. The Government reserves the rights to obtain and evaluate past performance information from any source it deems appropriate. While the Government may elect to consider data obtained from other sources, the burden of providing current accurate and complete past/present performance information rests with the offeror.

END OF SECTION 00110

## SECTION 00120 PROPOSAL EVALUATION AND BASIS FOR AWARD

### 1. GENERAL INFORMATION

1.1. This solicitation is for a Firm Fixed Price Contract. The Government intends to award a single contract to a qualified Offeror deemed responsible in accordance with the Federal Acquisition Regulation (FAR), whose proposal conforms to all the Request for Proposal's (RFP's) requirements and is judged to represent the Best Value to the Government in accordance with the evaluation scheme set out in this solicitation. The award will be made based on the best overall (i.e. best value) proposal that is determined to be the most beneficial to the Government, with appropriate consideration given to the three (3) evaluation factors: Technical Merit, Past/Present Performance and Price. To arrive at a Best Value decision, the Source Selection Authority will integrate the evaluation of Technical Merit, Past/Present Performance and Price as set out in the solicitation. In terms of the relative importance of the factors, the Technical Merit factor is approximately equal to the Past/Present Performance factor and when combined, the non-price factors are approximately equal to the Price factor. The firm that represents the best value to the Government will be selected for award in accordance with FAR 15.1 Source Selection Processes and Techniques.

1.2. To arrive at a Best Value decision, this acquisition will utilize the FAR Part 15.101-1 tradeoff process unless the lowest priced offeror (with a price deemed reasonable and realistic) is also deemed to be the highest rated in terms of non-price evaluation criteria. If the lowest priced offeror is also the highest rated in terms of non-price factors, no tradeoff is necessary. Further, there is no tradeoff necessary between any offer that is lower priced and higher rated in terms of non-price factors with respect to any other offers that are higher priced and lower rated for the non-price factors. While the Government and the Source Selection Authority will strive for maximum objectivity, the evaluation process is subjective by its nature and, therefore, professional judgment is implicit throughout the entire evaluation process.

1.3. The source selection process will be conducted in accordance with FAR Subpart 15.3, Source Selection procedures. Offers will be evaluated using the criteria listed in "Evaluation Factors for Award." Noncompliance with the RFP requirements may raise serious questions regarding an offeror's technical merit, past and present performance and/or pricing and may be grounds to eliminate the proposal from consideration for contract award. Failure to include all information requested may adversely affect the evaluation. A proposal that merely reiterates or promises to accomplish the requirements of the RFP will be considered unacceptable. A proposal that is orderly and sufficiently documented will be easy for the Government to understand and will enable the Government to perform a thorough and fair evaluation.

1.4. The Contracting Officer will begin the evaluation process by conducting a proposal compliance review for all timely-received proposals for determination of basic proposal adequacy prior to providing the proposals to the evaluators. Failure to provide a complete proposal may result in the proposal being removed from further consideration for award. Failure to address any factor (Technical Merit, Past/Present Performance or Price) or any technical subfactor shall be grounds for elimination from evaluation and consideration for award.

1.5. Offerors must ensure that no pricing information is displayed in Volume 2, Technical Merit Proposal and Past/Present Performance Information.

1.6. Although the assessment of Past/Present Performance as a specific evaluation factor is separate and distinct from the Determination of Responsibility required by FAR Part 9, Past/Present Performance information obtained herein will be used during the Government's responsibility determination. The Government also reserves the right to obtain additional information solely for the purpose of making a responsibility determination from all offerors after receipt of proposals, to include banking and financial information. Requests for responsibility information do not constitute discussions.

1.7. The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). The Government reserves the right to conduct discussions if the Contracting Officer, in his/her sole discretion, later determines them to be necessary or appropriate. Further, the Government reserves the right to create or not to create a competitive range.

1.8. ENFORCEABILITY OF PROPOSAL: The proposal must set forth full, accurate and complete information as required by this solicitation. By submission of the offer, the Offeror agrees that all items proposed (if applicable e.g., key personnel, subcontractors, etc.) will be utilized for the duration of the contract and any substitutions shall require prior Contracting Officer's approval.

## **2. EVALUATION FACTORS FOR AWARD**

2.1. The evaluation factors are (1) Technical Merit, (2) Past/Present Performance and (3) Price. To arrive at a Best Value decision, the Source Selection Authority will integrate the evaluation of Technical Merit, Past/Present Performance and Price as set out in the solicitation. In terms of the relative importance of the factors, the Technical Merit factor is approximately equal to the Past/Present Performance factor and when combined, the non-price factors are approximately equal to the Price factor. The firm that represents the best value to the Government will be selected for award in accordance with FAR 15.1 Source Selection Processes and Techniques.

2.1.1. Factor 1: Technical Merit. This factor is a combined rating that includes risk associated with the technical approach in a single rating. There are three (3) subfactors listed below.

2.1.2. Factor 2. Past/Present Performance. Each offeror's past and present performance will be reviewed to determine relevancy and confidence assessment. There are six (6) subfactors listed below.

2.1.3. Factor 3. Price. The resulting award will be a firm fixed price contract type. Price Reasonableness will be utilized in the evaluation of the Firm-Fixed price effort.

2.1.4. Evaluation of the offeror's proposal shall address each subfactor as it applies to the Plans and Specifications. During evaluations of each proposal, the Government will assign each subfactor an adjectival rating and write a narrative evaluation reflecting the identified findings; however, the overall evaluation will be at the factor level. An offer which fails to provide information in any of the specified areas may be deemed incomplete and eliminated from the competition and ineligible for further consideration. The overarching evaluation approach for all factors and subfactors is as follows:

- a. Adequacy of Response. The proposal will be evaluated to determine whether the offeror's methods and approach have adequately and completely considered, defined, and satisfied the requirements specified in the

RFP. The proposal will be evaluated to determine the extent to which each requirement has been addressed in the proposal in accordance with the proposal submission section of the RFP.

- b. **Feasibility of Approach.** The proposal will be evaluated to determine the extent to which proposed approach is workable and the end results achievable. The proposal will be evaluated to determine the extent to which successful performance is contingent upon proven devices and techniques. The proposal will be evaluated to determine the extent to which the offeror is expected to be able to successfully complete the proposed task and technical requirements within the required schedule.

## 2.2. FACTOR 1: TECHNICAL MERIT

2.2.1. The technical rating reflects the degree to which the proposed approach meets or does not meet the minimum performance or capability requirements through an assessment of the strengths, weaknesses, deficiencies, and risks of a proposal. This is a combined rating that includes risk associated with the technical approach in a single rating. Ratings will be assigned at the overall factor level. An offer which fails to provide information in any of the specified areas may be deemed incomplete and eliminated from the competition and ineligible for further consideration for award. After evaluation, Factor 1 will be assigned one of the following ratings:

Color Rating	Adjectival Rating	Description
Blue	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.
Purple	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.
Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Yellow	Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Red	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.

2.2.3. **Subfactor 1: Experience and Capability.** The elements in subfactor 1 are of equal importance.

2.2.3.1. Using the information in the Technical Merit Proposal, and the projects/contracts discussed and listed in the Exhibit A(s), the Government will evaluate the extent of related experience, and determine to what degree the offeror has the experience and capability to manage a complex multi-disciplined construction project comparable to the work requirements of this solicitation. Accordingly, higher ratings can be achieved by offerors whose projects more closely resemble the scope, size, and complexity of this solicitation's requirements.

2.2.3.2. The Government will evaluate the offeror's understanding of the contract requirements and determine to what degree their technical and administrative capabilities, proposed organization and management plan are adequate to meet contract requirements. To be considered adequate, the Experience and Capability proposal will address the full spectrum of activities involved in the management of a resulting contract in a manner that gives the Government confidence that the offeror understands all of the requirements. An adequate proposal will include the information necessary to give the Government confidence of the offeror's ability to successfully perform complete project management of the scope requirements.

2.2.3.3. The proposal must demonstrate adequate quality control processes to give the government confidence of the offeror's ability to successfully manage the material submittal process and ensure subcontractor compliance with

contract documents.

2.2.3.4. IAW DFARS 215.304, offerors must submit a Small Business Participation Plan (SBPP) using the form provided. The SBPP is separate and distinct from the Small Business Subcontracting Plans that are submitted pursuant to the clause at FAR 52.219-9. SBPPs are required from ALL offerors, large and small, whereas subcontracting plans are only required from large business offerors. Contrary to the premise of a subcontracting plan, a SBPP allows a small business to consider its own participation in the performance of a contract as small business participation. When small businesses are specifically identified in the SBPP, these small businesses shall be listed in any subcontracting plan submitted. The SBPP will be rated on an "Acceptable/Unacceptable" basis.

2.2.4. **Subfactor 2: Key Personnel.** The proposal must demonstrate, at a minimum, that the following key personnel: Project Manager, Site Superintendent(s), Quality Control Manager (on site), and Safety Representative, have experience in managing projects/contracts of the same/similar dollar magnitude, size, complexity and scope, in the capacity in which they are proposed for this project.

2.2.5. **Subfactor 3: Construction Schedule.** The offeror shall provide a schedule using a Gantt chart that shows a complete project schedule considering a Notice to Proceed date of June 1, 2023. The schedule should demonstrate an offeror's understanding of the requirements. The Construction Schedule is an integrated and networked multi-layered schedule of program/project tasks. It identifies project events, accomplishment, and criteria and the expected dates of each. These dates are based on the calendar dates provided as the starting point and the logical flow of dates provided by calculating the addition of duration of all tasks using typical schedule networking tools. Each major task will be directly traceable to the requirements of the project. The NTP date for the schedule is for the purpose of evaluation only.

### 2.3. FACTOR 2: PAST/PRESENT PERFORMANCE

2.3.1. The Government will evaluate the offeror's record of past and present performance to ascertain the probability of successfully performing the required efforts of the Plans and Specifications. The Past/Present Performance evaluation will consist of a "confidence" rating. Although there are subfactors listed below, the "confidence" ratings will be at the factor level only. Stated differently, the subfactors will be considered, but they will not receive individual confidence ratings. The Past/Present Performance evaluation will consider such things as an offeror's business practices, customer relationships, ability to successfully perform as proposed, and other considerations as described in Past/Present Performance subfactors and other considerations. Past/Present Performance includes current/on-going (present) performance completed to 70% percent. Projects currently in progress for the National Guard will also be considered regardless of percentage complete. In assessing performance confidence, the evaluator may: (1) evaluate present and past performance information through the use of questionnaires completed by the offeror's references; (2) use data independently obtained from other Government or commercial sources; from any other sources available to the Government, to include, but not limited to, the Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), or other databases; (3) interview Program/Project Managers, Contracting Officers or rely upon personal business experience with the offeror; (4) use the information provided in the Offeror's Past Performance Relevancy Questionnaire; and (5) consider any information the offeror submits which explains any problems encountered on the identified contract and the offeror's corrective actions. The Government reserves the rights to obtain and evaluate past performance information from any source it deems appropriate.

2.3.2. The evaluation may take into account Past/Present Performance information regarding predecessor companies, key personnel who have relevant experience or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to this acquisition. The evaluation will also consider information provided relative to corrective actions taken to resolve problems on past or existing, contracts.

2.3.3. An offeror with no relevant Past/Present Performance may receive a rating based on the evaluation of its predecessor companies, key personnel, and/or subcontractors provided the offeror clearly states in the proposal that the information provided about predecessor companies, key personnel, and/or subcontractors is for the purposes of enhancing the offerors past performance proposal. These ratings may not have the same weight as the ratings of the proposing company. The weight that will be afforded for this type of past performance is within the sole discretion

of the Government. If such information is not applicable (i.e., the offeror does not have a predecessor company, key personnel or subcontractors with relevant experience), the offeror shall be evaluated as “Unknown Confidence” (Neutral).

2.3.4. In accordance with FAR 15.306(a)(2), if award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of their proposals, e.g., the relevance of an offeror's past/present performance information and adverse past/present performance information to which the offeror has not previously had an opportunity to respond or to resolve minor clerical errors.

2.3.5. Current, Trends and Relevancy: Evaluators will consider the performance information for currency, relevancy as well as trends in the performance as explained further below.

2.3.6. “Current” means performance occurring within the last five (5) years for the period beginning five years prior to the solicitation release date. Within this period, performance occurring later in the period may have greater significance than work occurring earlier in the period.

2.3.7. “Trends” in performance will be considered and may include the following but not limited to: more current performance having greater weight than older performance; patterns or trends in performance issues as relating to, but not limited to, types of projects, work, personnel and similar elements; and whether performance shows a pattern of improvement or decline over time.

2.3.8 “Relevancy” will be considered with regard to an offeror’s previous contracts that the Government may evaluate an offeror’s past performance for similarity of the construction methods, size, project scope, cost magnitude and complexity of work performed to those required for the proposed effort. The Government may also consider similarity of the client type (e.g. federal government) and/or the projects sustainability requirements. The location at which work was performed may also be considered. Relevancy weight will affect offeror’s overall Past/Present Performance Confidence rating. The more relevant the project is weighted, the greater confidence there will be in the past and present performance assessment as a predictor of future performance.

2.3.9. The following apply to weighting relevancy considering all the elements listed above;

Past Performance Relevancy Ratings	
Rating	Definition
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.

2.3.9.1. Offerors who otherwise have satisfactory performance on previous construction projects may be rated Neutral if those projects are not considered relevant to the proposed acquisition and relevancy cannot be obtained through the evaluation of key personnel and/or subcontractors. Projects that are not current will not be considered in the evaluation.

2.4. Past Performance Subfactors. There are six (6) subfactors. The six (6) subfactors are of equal importance. An overall evaluation for Past Performance will be at the factor level.

1. Quality Control
2. Timely Performance
3. Compliance with Safety Standards

4. Management Effectiveness
5. Compliance with Federal laws and regulations
6. Compliance with utilization of small business concerns requirements (applicable to all offerors); including small business concerns. Reference FAR 19.702.

2.5. The elements that may be considered under each subfactor are described below:

**2.5.1. Subfactor 1: Quality Control (QC).** Evaluators may consider such things as: Quality of Workmanship; Adequacy of the Contractor QC; Identification/correction of deficient work in a timely manner; Suggested solutions and displayed initiative to implement solutions; Adequacy of Materials; Use of specified materials; Adequacy of Submittals and Adequacy of "As-Builts".

**2.5.2. Subfactor 2: Timely Performance.** Evaluators may consider such things as: Met established progress schedule; Timely submission of updated and revised progress schedules; Resolved delays in an expeditious manner; Identification/correction of deficient work in a timely manner; Provided submittals in a timely manner; Completed all contract work prior to requesting final inspection; Timely completion of punch-list items; Left no major discrepancies; Timely submission of close out documents, i.e., "as built", "red lines"; Contractor provided timely and satisfactory response to warranty issues after project completion.

**2.5.3. Subfactor 3: Compliance with Safety Standards.** Evaluators may consider such things as: Adequacy of implementation of safety plan; Acceptable safety history; and the Experience Modification Rate (EMR) provided on Exhibit A, Part 2, paragraph 2E. An EMR over 1.0 may receive less favorable consideration.

**2.5.4. Subfactor 4: Management Effectiveness.** Evaluators may consider such things as:

2.5.4.1. General Business Practices, including, but not limited to: Contractor provided experienced managers, and supervisors with the ability needed to meet contract requirements; Hired experienced subcontractors; Paid subcontractors/suppliers in a timely manner; The contractor cooperated to resolve problems, attending meetings (as applicable) and maintained communication to assure satisfactory resolution; Overall customer satisfaction and willingness to foster a spirit of partnership with owner. This is a critical element in this subfactor.

2.5.4.2. Pricing, including, but not limited to: The contractor submitted proposals that accurately represented the work required; The contractor's supporting price/cost information for modifications were accurate, complete and reasonable (not over inflated or under estimated); Provided well-substantiated pricing data for change orders;

2.5.4.3. Site Management/Superintendent, including, but not limited to: Site manager ensured compliance to contract requirements & safety regulations; Site manager acted promptly to resolve problems and ensure work quality; Site manager had sufficient authority to make decisions or take actions during project performance; Site manager consistently present on site when work was performed.

2.5.4.4. Sustainability requirement compliance including but not limited to: Extent to which the contract's sustainability requirements were met. Achievement of USGBC recognition at certified or silver level on completed projects is considered a benefit to the Government and may receive additional consideration. Achievement above the silver level may receive additional consideration.

**2.5.5. Subfactor 5: Compliance with Federal Laws and Regulations.** Evaluators may consider such things as: Compliance with labor laws and regulations with specific attention to Construction Wage Rate Requirements including, but not limited to: Submitted payrolls in a timely manner; Payrolls were complete and correct; Compliance with Drug Free Work Place requirements; Compliance with Executive Order 16393—Planning for Federal Sustainability in the Next Decade.

**2.5.6. Subfactor 6: Compliance with utilization of small business concerns requirements** (applicable to all offerors); including small business concerns. Evaluators will consider if the firm was in compliance with FAR 52.219-8 Utilization of Small Business Concerns.

**2.6. Other Past/Present Performance Considerations:** Evaluators may also consider other issues when evaluating an offeror's Past/Present Performance. These issues may help provide additional guidance in deciding a descriptive performance confidence assessment (e.g., "Substantial Confidence" or "Satisfactory Confidence") for a specific offeror if there is a question as to which adjective is most appropriate.

2.7. The following ratings and related definitions will be used to define the performance confidence assessment. Based on the evaluation results, the evaluators will assign the Past Performance factor one of the ratings as defined below.

<b>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	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 be able to 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.

## **2.8. FACTOR 3: PRICE EVALUATION**

2.8.1. This contract is a firm fixed price contract. Price is not rated. The purpose of the price evaluation is to determine whether an offeror's proposed prices for the project are determined to be fair and reasonable in comparison to the competition, the current market conditions and/or recent prices for the same or similar requirements. Reasonableness of an offeror's proposal is evaluated through cost or price analysis techniques as described in FAR Subpart 15.305(a)(1) and (4).

2.8.2. The RFP requires firm-fixed prices for the individual contract line items. A price reasonableness approach will be utilized by the Government to determine that the proposed prices offered are fair and reasonable and that a "buy-in" or unbalanced pricing between CLINS or Options is not occurring.

2.8.3. The Government will examine price proposals for artificially low unit prices. Offers found to be unreasonably high, unrealistically low (an indication of a "buy-in"), or unbalanced, may be considered unacceptable and may be rejected on that basis.

2.8.4. The Government reserves the right to obtain additional information concerning the price as necessary to obtain a better understanding of the price proposed. No proposal revisions will be allowed under these conditions. Request for such information is for clarification purposes only. This does not constitute and shall not be construed as discussions. If a minor clerical error has occurred, in which case the offeror may be given an opportunity to correct the minor error within the constraints of the "clarifications" process or the Contracting Officer in his/her sole discretion later determines discussions to be necessary or appropriate.



2.8.5. In the event the Government does not award a contract pursuant to this solicitation within 90 calendar days after receipt of proposals and award will be made without discussions, the following will apply:

2.8.5.1. The Government reserves the right to allow offerors to make an adjustment in their price proposals to accommodate cost changes caused by fluctuating construction material market conditions. The Contracting Officer will notify Offerors, normally by electronic mail (email) of a common closing date for receipt of the adjusted price proposals. No additional proposal revisions will be allowed under these conditions. This does not constitute and shall not be construed as discussions. If a minor clerical error has occurred, in which case the offeror may be given an opportunity to correct the minor error within the constraints of the "clarifications" process or the Contracting Officer in his/her sole discretion later determines discussions to be necessary or appropriate.

2.8.6. In the event the current prevailing Wage Determination is changed by the Department of Labor after the closing date of this solicitation, the updated Wage Determination will be incorporated by amendment and issued to all offerors that have not been eliminated from the competition. If applicable, these offerors/contractors will be given a reasonable opportunity to provide revised proposals solely to amend proposals due to Wage Determination changes. This does not constitute and shall not be construed as discussions if award without discussions is contemplated.

### 3. AWARD and DEBRIEFINGS

3.1. Award: A written award or acceptance of offer mailed, or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall be deemed to result in a binding contract without further action by either party.

#### 3.2. Debriefings

3.2.1. Offerors excluded from the competitive range or otherwise excluded from the competition before award may submit a written request for a debriefing to the Contracting Officer in accordance with FAR 15.505.

3.2.2. After award, unsuccessful offerors may submit a written request for a debriefing to the Contracting Officer in accordance with FAR 15.506.

End of Section 00120

### SECTION 00700 - CONTRACT CLAUSES

The following have been added by reference:

52.219-8 (Dev)	Utilization of Small Business Concerns (Deviation 2023-O0002)	DEC 2022
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The following have been deleted:

52.219-8	Utilization of Small Business Concerns	OCT 2018
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### SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

DIVISION 01 - GENERAL REQUIREMENTS

Section 010000

Division 01 – General Requirements

## 1. INSURANCE - MINIMUM AMOUNTS

1.1. Reference Contract Clause titled, “Insurance -Work on a Government Installation (FAR 52.228-5). Types and minimum amounts are as follows:

TYPE	AMOUNTS
Comprehensive General Liability	\$1 million per occurrence
Comprehensive Motor Vehicle Liability	\$200,000 per person and \$1 million per accident for bodily injury, and \$1 million for property damage
Worker’s Compensation	\$100,000 or Connecticut statutory minimum, whichever is Greater (see 1.3 below)
Umbrella Liability	\$5 million
Errors and Omissions Coverage	\$1 million per occurrence

1.2 The Connecticut Airport Authority shall be named as additional insured on all policies of insurance.

1.3 Note on Worker’s Compensation: except in states with exclusive or monopolistic funds that do not permit workers’ compensation to be written by private carriers.

1.4 NOTE: Before commencing work under this contract, the Contractor shall certify to the Contracting Officer, in writing, that the required insurance has been obtained. The policies referenced in the certification (s) shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government’s interest shall not be effective (1) for such period as the laws of the state in which this contract is to be performed prescribe or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer. The Contractor shall maintain a copy of proofs of required insurance, and shall make copies available to the Contracting Officer upon request. The Contractor shall maintain a copy of all subcontractors’ proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

2 Reserved.

## 3 SCHEDULING

3.1 Normal base work hours for the Contractor will be between the hours of 7:00 AM through 4:30 PM, excluding Saturdays, Sundays, and Federal Holidays. If the Contractor desires to work during periods other than above, he must notify the Contracting Officer’s Representative (COR) five (5) working days in advance of his intention to work during other periods to allow assignment of additional inspection forces. When the COR determines that they are reasonably available, he may authorize the Contractor to perform work during periods other than normal duty hours/days. However, if inspectors are required to perform in excess of their normal duty hours/days solely for the benefit of the Contractor, the actual cost of the inspection, at overtime rates, will be charged to the Contractor and will be deducted from the final payment of the Contract amount.

3.2 The following Federal legal Holidays are observed by this base:

New Year's Day	1 January
Martin Luther King's Birthday	Third Monday of January
President's Day	Third Monday of February
Memorial Day	Last Monday of May
Juneteenth	19 June
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

3.3 NOTE: Any of the above holidays falling on a Saturday will be observed the preceding Friday; holidays falling on a Sunday will be observed on the following Monday.

3.4 Prior to commencing work on the job initially, resumption of work after prolonged interruption (7 calendar days or more), commencement of any warranty work, and upon completion of warranty work, the contractor must notify the Contracting Officer (or the Contracting Officer's Representative). When relocating to new sites, returning to sites for follow-up work on a phased work plan, notification to the Contracting Officer's Representative is sufficient. Notification should be by personal contact; however, advance notification may be by telephone, or in writing, and should be accomplished sufficiently in advance to allow scheduling of inspection forces. The purpose of the above precautions is to ensure construction inspection and recording of work proceedings.

3.5 The organization of the specifications into divisions, sections, and articles, and the arrangement of the drawings shall not control the Contractor in dividing the work among subcontractors or in establishing the extent of the work to be performed by any trade.

#### 4 INVOICING AND PAYMENT

4.1 Properly prepared invoices, bearing the contract number, shall be submitted to the Contracting Office, on designated invoice forms provided at the pre-construction **meeting PRIOR to uploading in Wide Area Workflow (WAWF) the DFAS paying system**. This submission will be for review prior to submitting an electronic invoice through Wide Area Workflow (WAWF). See end of this Section for important information and codes needed.). Payment will be made by in accordance with FAR clause 52.232-5 Fixed-Price Construction Contracts and FAR clause 52.232-27, Prompt Payment for Construction Contracts, **all payments will be made by electronic transfer of funds (EFT)**.

4.2 To meet compliance with DFARS 252.232-7003, Electronic Submission of Payment Requests, you shall submit your request for payment (invoice) through WAWF. For more information on the WAWF system, including how to register, visit <https://piee.eb.mil>. Payment will be made by paying office specified in the contract award in accordance with the clauses Payments under Fixed-Price Construction Contracts, FAR 52.232-5, and Prompt Payment for Construction Contracts, FAR 52.232-27.

4.3 The Government will make payment through WAWF upon satisfactory completion of work AND receipt of a proper certification for payment. **Do not input invoice into WAWF until the pre-approval of invoice is received from the contracting officer. This will lessen the need for rejections in WAWF** Payment may be withheld unless all contractual requirements including but not limited to: RECEIPT OF PROPER WEEKLY PAYROLLS IAW DAVIS BACON REQUIREMENTS, Small Business Subcontracting Reports, have been timely received.

4.4 All requests for payments through WAWF must include a Subcontractor Payment Register pursuant to FAR Clause 52.232-5 and a contractor's certification that reads as follows:

I hereby certify, to the best of my knowledge and belief that –

The amounts requested are only for performance in accordance with the specifications, terms and conditions of the contract; All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and requirements of Chapter 39 of Title 31, United States Code; This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from subcontractor or supplier in accordance with the terms and conditions of the subcontract; and This certification is not to be construed as final acceptance of a subcontractor's performance.

4.5 The Government will make payment upon satisfactory completion of work AND receipt of a proper certification for payment. Payment may be withheld unless all contractual requirements, including but not limited to: RECEIPT OF PROPER WEEKLY PAYROLLS IAW CONSTRUCTION WAGE REQUIREMENTS FAR 52.222-6, 1 and Small Business Subcontracting Reports, have been timely received. Payrolls shall indicate CLIN to which they are applicable.

4.6 A release of claims is required for all final payment requests and shall be submitted by the contractor with the final invoice.

## **5 CONTRACT ADMINISTRATION**

5.1 The contracting office of the 103 AW is the office having administrative jurisdiction over this contract for all matters. A list of the names and telephone numbers of the Government team comprising the contract administrator, Contracting Officer's Representative (COR), consultant, and point of contact at the project site will be provided at the post-award/pre-construction conference.

5.2 All correspondence shall be addressed to the Contracting Officer. A copy of all correspondence shall be furnished to the contracting officer's representative. Enclosures attached to or transmitted with the correspondence shall also be furnished with an original and one copy. Each letter shall make reference to the contract name, contract number, project number, and project title, and shall have only one subject. For tracking purposes, a sequential numbering system should be used for all correspondence.

## **6 PAPERLESS CONTRACTING**

6.1 The National Guard is fully committed to the Federal Government's electronic commerce and paperless contracting initiatives. As such, it is anticipated that to the maximum extent possible to include but not limited to correspondence, modification distribution, etc., to include specifications and drawings, will be issued using electronic methods, i.e., electronic mail (e-mail). Contractors shall have and maintain capability to receive documents in this manner.

6.2 Additionally, it is anticipated that within the life of this contract, other electronic processes will be enacted. These include, but are not limited to, electronic bidding/offers, change order proposals, and electronic invoicing. When implemented by the Contracting Officer, contractors shall participate fully in any of these new requirements at no additional cost to the Government.

## **7 TELEPHONE COMMUNICATIONS SECURITY MONITORING**

All communications with DOD organizations are subject to communications security (COMSEC) review. Contractor personnel must be aware that telephone communications networks are continually subject to intercept by unfriendly intelligence organizations. The DOD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating from, or terminating at, DOD organizations. Therefore, civilian contractor personnel are advised that any time they place a call to, or receive a call from, a DOD organization, they are subject

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to COMSEC procedures. The contractor shall assume the responsibility for ensuring wide and frequent dissemination of the above information to all employees dealing with DOD information.

## **8 Reserved**

## **9 PREPARATION OF MATERIAL APPROVAL SUBMITTALS**

The contractor shall submit all materials and articles requiring approval, as required by the Material and Workmanship Clause, FAR 52.236-5. Submittals shall be made using AF Form 3000, or approved equal. Submittals shall be processed in accordance with the procedures in Section 01 33 00, Submittals. Submittals shall be given a distinct identification system by CLIN if multiple CLINS are applicable. Individual submittal documents shall not be comprised of items for more than one CLIN. Address for delivery of submittals will be provided at the post award/pre-construction conference. The contractor is reminded that an individual within the company who has authority to make the certification must sign the certification on the AF Form 3000.

## **10 WORK PROGRESS AND PREPARATION OF PROGRESS SCHEDULES AND REPORTS**

10.1 A weekly meeting may be held with the Contractor, COR and Contracting Officer (KO), if necessary, to discuss work progress, problems and potential change orders. The Contractor shall attend these meetings at no additional cost to the Government. Prior to beginning work on specific work elements of a project, the contractor shall confer with the COR and agree on a sequence of procedures and means of access to premises and buildings; space for storage of materials and equipment; delivery of materials; and use of approaches, use of corridors, stairways and similar means of passage.

10.2 In accordance with FAR Clause 52.236-15, "Schedules for Construction Contracts", the contractor shall within five days after work commences on the contract, or another period of time determined by the KO, prepare and submit to the KO for approval three copies of a practicable schedule showing the order in which the contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing features of work. A composite schedule for the overall contract shall also be provided. The schedule shall be on an AF Form 3064, Contract Progress Schedule, or an approved computer generated format similar to the AF Form 3064. The work shall be scheduled so that, upon the start of construction, work progresses in a continuous and diligent manner. A schedule which does not reflect steady and reasonable progress throughout the construction period will be rejected. Both the Contractor and the COR are required to provide monthly progress reports covering the period from notice to proceed through final inspection. Unless agreement cannot be made on the applicable percentage of progress a joint report will be submitted to the Contracting Officer. This reports shall be submitted on the NGB Contract Progress Report form (similar to an AF Form 3065), or an approved computer generated similar format. These reports shall track progress by CLIN, if contract contains multiple CLINs, multiple AF Form 3064 and NG Contract Progress Reports will also be required for payment purposes.

10.3 Additionally, for projects exceeding \$1M, the contractor shall provide a project plan in a commercially available network scheduling software that meets requirements of the specification to define work tasks and track progress. At least five days prior to work initiation, the contractor shall provide the Contracting Officer a hardcopy CPM and a formatted diskette or CD copy, or e-mail file copy, of the plan that shall include definition of rescues. No work may start until the Contracting Officer approves the plan in writing.

10.4 The Contractor shall prepare a work progress schedule required for completion of each of the various divisions of work. Updated plans and Form 3064 showing work progress (hardcopy and formatted diskette or CD, or e-mail file copy), unless otherwise directed by the Contracting Officer, shall be provided monthly. If there are possible deviations from the original plan, those must be noted and approved by the Contracting Officer before work changes are implemented. The schedule shall be submitted to the Contracting Officer, in the number of copies as directed. Reference Contract Clause FAR 52.236-15, "Schedules for Construction Contracts". The reports contemplated by the clause herein titled "Schedules for Construction Contracts" shall be accomplished on and in accordance with instructions pertaining to AF Form 3064, "Contract Progress Schedule" and a National Guard Contract Progress Report".

## **11 NOTICE OF COMPLETION OF CONSTRUCTION/PRE-FINAL AND FINAL INSPECTION**

11.1 The contractor shall conduct a pre-final inspection in the presence of the Contracting Officer's Representative (COR) prior to the date scheduled for Final Inspection. Any discrepancies noted shall be corrected prior to Final Inspection.

11.2 The contractor shall request scheduling of a final inspection in writing to the Contracting Officer at least five (5) working days prior to the desired date or as otherwise negotiated with the Contracting Officer.

11.3 Civil Engineering personnel and the Contracting Officer will perform the Final Inspection in the presence of the contractor, and any discrepancies noted shall be corrected within the time specified by the Contracting Officer.

11.4 Final Inspection shall not constitute acceptance of a project unless so stipulated by issuance of a separate acceptance notice.

11.5 The contractor is cautioned to ensure they have completed adequate Quality Control reviews prior to scheduling pre-final or final inspections. In the event the Contracting Officer finds that the project is not ready for the applicable inspection, (too many discrepancies) the contractor may be held liable for the costs of a repeat inspection. If the inspection involves A/E personnel these costs may include additional labor, travel and miscellaneous expenses.

## **12 DESIGNATION OF TECHNICAL REPRESENTATIVE**

The Contracting Officer will appoint a qualified Contracting Officer's Representative (COR) for the purposes of technically administering the contract; however, all matters concerning this contract or any work ordered placed against this contract must first be approved by the Contracting Officer. This in no way authorizes anyone other than the Contracting Officer to commit the Government to changes in terms of the contract.

## **13 CONTRACTOR STAFF AND EMPLOYEES**

13.1 Prior to commencing on-site construction, the contractor shall provide the Contracting Officer with a telephone number and FAX number at which the contractor or his representative may be contacted at any time during regular working hours and an emergency number at which the contractor may be contacted in situations requiring immediate attention.

13.2 Supervision. The Government shall not exercise any supervision or control over the contractor employees performing services under this contract; such employees shall be accountable not to the Government, but solely to the contractor, who in turn is responsible to the Government.

13.3 Contractor's Employees. All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may, in writing, require the contractor to remove from the job site, any employee the Contracting Officer deems incompetent, careless or otherwise objectionable.

## **14 CONTRACTOR OFFICE AND STORAGE**

14.1 Parking of contractor vehicles shall be restricted to the contractor's designed on-site area or the work area. The company name shall be prominently displayed on all construction vehicles parked on the job site.

14.2 Security of material storage areas on the job site shall be the responsibility of the contractor. The area shall be kept neat and orderly and free of debris.

## **15 RECORD DRAWINGS**

During construction of a project and on the job site, the contractor shall maintain a completed record of all changes and corrections from the layout shown on the drawings, if applicable. The contractor shall enter such changes and

corrections on contract or record drawings promptly, and submit the “red line” drawings to the Contracting Officer upon completion of the project. The record drawings shall indicate all changes and corrections concerning the actual locations of all sub-surface utility lines. In order for the location of these lines and appurtenances to be determined in the event the surface opening or indicators become covered or obscured, the record drawings shall show, by offset dimensions to two permanently fixed surface features, the end of the each run including each change in direction. Valves splice boxes, and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The average depth below the surface of each run shall also be recorded. The Government does not guarantee the accuracy of existing record drawings; it is the contractor’s responsibility to verify all as-built conditions.

## **16 VERIFICATION OF DIMENSIONS**

The contractor shall be responsible for the coordination and proper relation of all aspects of the work. He/she shall field verify all dimensions and advise the Contracting Officer of any discrepancies prior to proceeding with any phase of the work. Where exact locations are not given for the positioning of equipment and devices, they shall be positioned to permit easy access for maintenance and for removal and replacement of component parts.

## **17 SECURITY REQUIREMENTS**

17.1 The contractor shall comply with all security regulations imposed by the base/post commander and/or agency occupying the space where work is to be performed. Any necessary security clearances shall be obtained prior to commencement of work.

17.2 It is expected that new security requirements to satisfy contractor personal identification requirements in Homeland Security Presidential Directive (HSPD-12), "Policy for a Common Identification Standard for Federal Employees and Contractors," and Federal Information Processing Standards Publication (FIPS PUB) Number 201, "Personal Identity Verification (PIV) of Federal Employees and Contractors" are incorporated in the life of this contract. Contractor shall comply with all requirements, at no additional cost to the Government.

17.3 The contractor shall ensure that all parts of the facility where work is being performed are adequately protected against vandalism and theft.

17.4 Contractors shall follow instructions provided by the Security Forces for access to the Bradley Air National Guard Base. If a gate pass is not granted to a contractor allowing the delivery of goods, execution of warranty support, or performance of services please contact the contracting officer. Be sure that all of your employees have the proper ID (drivers license, state ID, immigration card, U.S. Passport, etc.). If they do not have the proper ID, they will be turned away.

17.5 The Prime Contractor and all of its subcontractors will be required to wear orange or lime colored safety vests while performing work on the installation.

17.6 U.S. Government will not be held liable for any delays or breach of contract caused by refusal of the Security Forces to allow entry.

17.6.1. Access and General Protection/Security Policy and Procedures. This standard language is for contractor employees with an area of performance within Government controlled installation, facility, or area. The contractor shall comply with all applicable installation/facility access and local security policies and procedures, which may be obtained from the Contracting Officer’s Representative (COR). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by the local installation’s Security Forces, Director of Emergency Services or local Security Office. The contractor shall ensure compliance with all personal identity verification requirements as directed by DoD, HAF and/or local policy. Should the Force Protection Condition (FPCON) change, the Government may require changes in contractor security matters or processes.

17.6.2. For Contractors that do not require CAC, but require access to a DoD Facility and/or Installation. Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures

using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (AFI 31-101 and AFI 10-245), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

17.6.3. This standard language is for contractor employees with an area of performance within an Government controlled installation, facility or area. All contractor employees, to include subcontractor employees, requiring access Government Installations, Facilities and Controlled Access areas shall complete AT Level I awareness training within 45 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. Certificates of completion for each affected contractor employee and subcontractor employee will be maintained by the COR or Antiterrorism Representative. AT Level I Awareness Training is available at the following website: <http://jko.jten.mil>.

17.6.4. Requirement for OPSEC Training. In accordance with AFI 10-701, Operations Security, OPSEC PMs/SMO/SMNCOs/Coordinators will provide OPSEC training or training materials to contract employees within 90 days of employees' initial assignment to the contract and annually thereafter. General organizational orientations may need to be supplemented by duty-related orientations in the work center targeted toward specific critical information and vulnerabilities associated with the work. Initial training (OPSE 1301 – OPSEC Fundamentals) and refresher training (Security Administration) are both available on the ADLS website.

17.7 All prospective contractors MUST be U.S. citizens or MUST have established and maintain legal residence in the U.S., and are authorized by the US government to work in the United States (i.e. Green card, worker authorization, etc.). All prospective contractors MUST have at least one form of U.S. government issued photo identification (drivers license, U.S. passport, U.S. work visa, etc.) for entry to the installation. Security Forces will review any questionable identification documents for determination as to whether or not said identification is authorized for access to the installation.

17.8 All prospective contractors/contractor employees, once it has been established that they maintain the appropriate credential as described in one above, are subject to a Criminal History Check.

17.9 Note: For the purposes of Contracting services, it is implied that, that any and all parties agree to a Criminal History Background Check once entered into any contract. Any documents that are provided and found fraudulent to include, but not limited to driver's licenses, contracting licenses, etc., will result in an arrest and potential termination for default from the contract. All contractors are subject to search in order to obtain entry onto the installation and while working on the installation. Any refusal to submit to a search of their person or vehicle will be deemed as a violent act of aggression against the installation and will be cause for dismissal from the installation and revocation of future privileges and installation access.

## 18 REGULATIONS

The contractor shall comply with all applicable Federal, State, Local, DOD, National Guard Bureau, Army and Air Force regulations pertaining to safety, traffic control and fire prevention.

## 19 TRANSPORTATION, HANDLING AND STORAGE

19.1 The contractor shall coordinate with suppliers and shippers to ensure that incoming materials are properly identified with the contractor's name, contract number and project title. The contractor shall designate an authorized individual to be available to receive shipment. The Government will not provide storage other than that available at the project site.

19.2 Storage of supplies, materials and equipment on the project site shall be accomplished in such a manner so as to prevent mechanical and climatic damage and loss due to vandalism or theft. Equipment temporarily removed in the performance of work and stored on the job site shall be stored and protected in accordance with previous paragraphs, and shall be replaced in a condition compatible with its original state. Security for equipment



and material removed from the job site for temporary storage until reuse shall be the responsibility of the contractor.

## **20 CLEANUP AND DISPOSAL OF DEBRIS AND FILL MATERIALS**

20.1 At the end of each workday, the contractor shall clean up the work and storage areas and stack all materials in a manner approved by the Contracting Officer or his designated representative. Upon completion of a project, the contractor shall ensure that all dirt, trash, and debris resulting from the construction operations are removed from the work area. Unless directed otherwise in the contract or by the Contracting Officer, disposal of debris shall be made at the contractor's expense and shall be delivered to a state approved disposal site located off base. Debris shall not be left in such a manner that wind or other weather conditions can cause the debris to be scattered outside the work area (i.e., on nearby runways, ramps or taxiways).

20.2 The hauling and disposal of excess fill material including rock, gravel, sod, broken concrete or asphalt, plaster, etc., shall be the responsibility of the contractor. Disposal shall be in accordance with applicable state and local regulations.

## **21 ENVIRONMENTAL IMPACT**

All waste materials generated by any work under the contract performed on a Government installation shall at all times be handled, transported, stored, and disposed of by the contractor and by his subcontractors in accordance with all applicable Federal, state, and local laws, ordinances, regulations, court orders, and other types of rulings having the effect of the law. Should the United States Government be held liable for any neglect or improper actions by the contractor or any subcontractor regarding removal or disposal of any hazardous waste, the contractor shall reimburse the Government for all such liability.

## **22 HAZARDOUS MATERIALS**

22.1 Any material suspected of being hazardous that is encountered during performance of a project shall immediately be brought to the attention of the Contracting Officer, at which time a determination will be made as to whether hazardous material testing shall be performed. If the Contracting Officer directs the contractor to perform tests, and/or the material is found to be of a hazardous nature requiring additional protective measures, a contract modification may be required, subject to equitable adjustment under the terms of the contract.

22.2 The contractor is advised that friable and/or non-friable asbestos-containing material may be encountered in project areas. Friable asbestos-containing material is any material that contains more than one percent asbestos by weight, and that hand pressure can crumble, pulverize or reduce to powder when dry. Non-friable asbestos-containing materials are materials in which asbestos fibers are bound by a matrix material, saturation, impregnation or coating. Non-friable asbestos-containing materials do not normally release airborne asbestos fiber during routine handling and end-use. However, excessive fiber concentrations may be produced during uncontrolled abrading, sanding, drilling, cutting, machining, removal, demolition, or other similar activities. 29 CFR 1910.1001 shall be referenced in the event asbestos-containing materials are encountered. Friable asbestos-containing materials are not authorized for use in new construction or maintenance projects.

## **23 POLLUTION ABATEMENT**

23.1 All work shall be performed in a manner minimizing pollution of air, water and land as required.

23.2 Transporting materials to or from the site shall be accomplished in a manner preventing materials or particles from becoming airborne. Earth materials shall be wetted or otherwise protected. Gravel, sand and concrete shall be contained within vehicles to prevent spillage. Tarpaulins must be fastened over load before entering surrounding streets. Removal of any materials dropped or blown off vehicles shall be the responsibility of the contractor.

23.3 Burning of any material is strictly prohibited.

23.4 Stream beds, lakes, drainage ways, sanitary and storm sewers, etc., shall not be polluted by fuels, oils, bitumen, acids or other harmful materials. Grading shall be accomplished to prevent surface drainage from the construction site containing harmful amounts of sediment from draining onto adjacent areas.

23.5 Flushing of concrete trucks is restricted to the location specifically designed for this purpose by the Contracting Officer's Representative.

23.6 Excess mortar, plaster or drywall materials shall not be disposed of on Government property. Water utilized for plastering or drywall equipment shall be disposed of in accordance with the instructions of the COR, and under no circumstances shall water be disposed of in areas which are planted or scheduled to be planted.

## **24 COORDINATION WITH GOVERNMENT ACTIVITIES**

24.1 If it becomes necessary to interrupt work activities in buildings and/or areas for construction purposes, permission to do so must be requested in writing to the Contracting Officer three working days prior to commencing work on the planned interruption and shall be subject to Civil Engineering approval. Written requests for street closing shall be submitted for approval of the Civil Engineer three working days prior to closing the street.

24.2 Work in connection with this contract which requires utility outages, including electrical, water, gas, steam, etc., which will close down or limit (as determined by the Contracting Officer) normal activities in the building, construction area or other affected areas, shall be performed by the contractor at a time other than the regular work period of the organization occupying the facility. Work required by the contractor on a non-standard basis or at premium pay shall be done at no additional cost to the Government. Request for utility outages shall be submitted to the Civil Engineer, in writing three working days prior to commencing work and shall be subject to his/her approval.

24.3 Any temporary construction for facilities used by the contractor for preventing interruption of normal work activity or loss of utility services shall be subject to Contracting Officer's approval.

## **25 UNAUTHORIZED PERSONNEL**

The contractor shall inform all personnel working under his jurisdiction (including subcontractor and visiting supplier personnel) that access to areas outside of the immediate work area; excluding direct haul and access routes, contracting and Civil Engineering offices, and points of supply and storage; is prohibited. Circulation of said personnel will be limited to official business only. Persons in violation of the above will be apprehended and appropriately disciplined.

## **26 PERFORMANCE EVALUATION OF CONTRACTOR**

26.1 As a minimum, the contractor's performance will be evaluated upon final inspection. Any specific requirements for contract quality control and quality assurance by the Government personnel will be defined in the specifications. The contractor will be rated as outstanding, satisfactory or unsatisfactory in the areas of contract quality control, timely performance, effectiveness of management, compliance with labor standards, and compliance with safety standards. The contractor will be notified of any unsatisfactory rating, either in an individual element or in the overall rating, prior to completing the evaluation, and all contractor comments will be made a part of the official record. Performance evaluation reports will be available to all DoD Contracting Officers for their future use.

26.2 Past Performance evaluations will be posted via <https://www.cpars.gov>. It is the responsibility of the contractor to request access to this site.

## **27 CONTRACTOR QUALITY CONTROL**

27.1 The contractor shall comply with the quality control provisions as specified herein. The Contractor shall perform all quality control inspection and/or testing required by this contract unless specifically designated to be performed by the Government. The quality control system consists of plans, workmanship, fabrication, construction, and operations that comply with contract requirements. The system shall cover construction operations, including fabrication both on-site and off-site, and shall be keyed to the proposed construction sequence. If the contractor fails to submit an acceptable quality control plan within the time herein prescribed, the Contracting Officer may refuse to allow construction to start if an acceptable interim plan is not furnished or may withhold funds from progress payments in accordance with the contract clause titled, "Payments under Fixed Price Construction Contracts", until such time as the contractor submits an acceptable final plan.

## 27.2 Quality Control Plan

27.2.1 General. Upon receipt of the Notice of Contract Award, the contractor's quality control plan (2 copies) shall be submitted for acceptance in accordance with Section 014000 of the specifications.

27.2.2 Acceptance. The Contracting Officer's Representative will review the quality control plan. The contractor shall make such changes and additions as necessary for clarity and completeness as requested by the Contracting Officer's Representative through the Contracting Officer. Acceptance of the contractor's plan is predicated on satisfactory performance during construction. Acceptance is conditional and the Government reserves the right to require the contractor to make changes in quality control plans, personnel and operations to correct deficiencies and to assure contract compliance.

27.2.3 Changes. When the contractor proposes changes in the quality control plan or implementation during construction, the Contracting Officer shall be notified in writing. The contractor shall implement no changes prior to acceptance in writing by the Contracting Officer.

## 28 SAFETY ASSURANCE

28.1 Compliance with Regulations. All work including the handling of hazardous materials or the disturbance or dismantling of structures containing hazardous materials shall comply with the applicable requirements of 29 CFR 1910/1926. Work involving the disturbance or dismantling of asbestos or asbestos-containing materials; the demolition of structures containing asbestos; and/or disposal and removal of asbestos, shall also comply with the requirements of 40 CFR, Part 61, Subpart A. All work shall comply with applicable state and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent shall apply. The Safety Manual is available at the following web site:  
<http://www.usace.army.mil/SafetyandOccupationalHealth/SafetyandHealthRequirementsManual.aspx>

28.2 Contractor Responsibility. The contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work. The Government shall not be held liable for any actions on the part of the contractor, his employees or subcontractors, which result in illness, injury or death.

28.3 Inspections, Tests and Reports. The required inspections, tests and reports made by the contractor, subcontractors, specially trained technicians, equipment manufacturers and others as required, shall be at the contractor's expense.

28.4 Materials and Equipment. Special facilities, devices, equipment, clothing and similar items used by the contractor in the execution of work shall comply with applicable regulations.

28.5 Traffic Control Devices. The contractor shall comply with the recommendations contained in Part 6 of the U. S. Department of Transportation, Federal Highway Administration's "Manual on Uniform Traffic Control Devices", 2003 edition with Revision 2 available at <http://mutcd.fhwa.dot.gov/> to ensure proper warnings to motorists and adequate traffic control. The contractor shall provide all warning lights, barricades and other traffic control devices and signs.

29 Reserved.

30 Reserved.

### **31 PRE-CONSTRUCTION CONFERENCE**

Before work commences on this contract, the Contracting Officer will conduct a conference to acquaint the contractor with Government policies and procedures that are to be observed during the execution of the work and to develop mutual understanding relative to the administration of the contract. Contractors and/or major subcontractors shall attend this meeting at no additional cost to the Government.

### **32 PARTNERING**

The Government intends to encourage the formation of cohesive partnerships with the contractors on selected contracts. This partnership will be structured to draw on the strengths of each organization in order to identify and achieve reciprocal goals. The objective is effective contract performance in achieving completion within budget, on schedule, and in accordance with the Plans and Specifications. This partnership between the contractor and the Government will be voluntary and its implementation will not be a part of the contract requirements nor will it result in a change to the contract price or terms.

### **33 MILITARY REAL PROPERTY DATA – DD FORM 1354**

33.1 Contractors shall furnish real property data to the Government for each new construction and/or renovation project awarded, unless otherwise notified. The real property data shall be furnished via DD Form 1354, Transfer and Acceptance of Military Real Property, or in a format prescribed on the DD Form 1354. The Contractor is responsible for accuracy of data current up to the time of submission.

33.2 For major renovation and/or complex projects, or those expected to exceed 12 months, the Contractor shall furnish real property data no less than on a quarterly basis. Frequency of submission shall be standard throughout the duration of the project. Contractors are advised to record information on the DD Form 1354 (or approved facsimile) as the project progresses, due to the volume of data required to be furnished. Upon completion of the project, the Contractor shall furnish a final, comprehensive DD Form 1354.

33.3 DD Form 1354 accounts for five percent (5%) of the total contract amount and therefore, 5% must be shown on the AF Form 3065 or similar breakdown of costs submitted for payment purposes. Upon acceptance of data by the real property specialist, the contractor may invoice for submission of real property data.

33.4 Contractors should contact the COR with questions pertaining to the DD Form 1354. For construction data assistance, Contractors may consult the COR assigned to the project.

### **34 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER**

34.1 This Paragraph specifies the procedure for the determination of time extensions for unusually severe weather. In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

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

34.1.2 The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

34.1.3 Weather delays will be based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather

time evaluations. The contractor's progress schedule must reflect consideration of these anticipated adverse weather delays in all weather dependent activities.

34.1.4 Upon acknowledgment of the notice to proceed (NTP) and continuing throughout the contract, the contractor will record on the daily Contractor Quality Control (CQC) report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delays must prevent work on critical activities for 50 percent or more of the contractor's scheduled workday.

34.1.5 The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a bilateral modification.

### 35 SUBCONTRACTING PLAN

(Applicable to Large Businesses) All large businesses are required to submit a Subcontracting Plan in accordance with FAR 19.7 with their proposal. This approved plan will be incorporated into the award. The contractor shall compile consolidated reports at least semi-annually or when directed by the Contracting Officer, when data is required for reporting purposes.

### 36 PROPOSED KEY PERSONNEL, MINIMUM QUALIFICATIONS OF KEY PERSONNEL, PROPOSED SUBCONTRACTORS, PROCESSES, PROCEDURES AND MATERIALS

Unless specifically deleted in writing by the Contracting Officer at time of award, any proposed key personnel, minimum qualifications for incoming or replacement key personnel, subcontractors, processes, procedures or materials are hereby incorporated into the contract resulting from the solicitation, and performance shall be limited to individuals, qualifications, firms, procedures, and materials that were specifically identified in proposals or agreed to in negotiations. **The Contractor shall obtain the Contracting Officer's written consent before making any substitutions or changes.**

**Key Personnel Descriptions:** An individual Key Team Member may not hold more than one key role. The following are minimum qualifications for the required key personnel:

**Project Manager:** The Contractor's Project Manager shall have either: (1) an engineering degree and 5 years of experience as a Project Manager working on projects similar in size and scope to the solicited project, or (2) 10 years of experience as a Project Manager working on projects similar in size and scope to the solicited project.

**Site Superintendent:** The Contractor's Site Superintendent shall have: (1) a minimum of 5 years of experience working on projects similar in size and scope to the solicited project, or (2) 10 years of experience as a Site Superintendent working in general construction areas that included extensive interactions with the Government.

**Quality Control Manager:** The QC Manager must be a graduate engineer, graduate architect, or a graduate of construction management, with a minimum of 5 years of construction experience OR a construction person with a minimum of 10 years of experience working on projects similar in size and scope to the solicited project.

**Safety Representative:** The Safety and Health Officer shall have a minimum of 5 years of experience working on projects similar in size and scope to the solicited project, and 5 years of experience working with the requirements described in Paragraph 28, SAFETY ASSURANCE.

37 The Following is provided to assist in the subcontractor reporting required by 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS

AGENCY CODE: 57

TAS: 5700

**END OF Division 01, Section 01000 Specifications**

WAGE DETERMINATION

"General Decision Number: CT20230021 01/06/2023

Superseded General Decision Number: CT20220021

State: Connecticut

Construction Type: Building

County: Hartford County in Connecticut.

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

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

<p>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:</p>	<p>. Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</p>
<p>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:</p>	<p>. Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</p>

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

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

Modification Number    Publication Date  
0                      01/06/2023

ASBE0033-002 06/01/2022

Rates              Fringes

HEAT & FROST INSULATOR  
(Includes Duct, Pipe and  
Mechanical Systems).....\$ 44.57              31.79

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BRCT0001-001 01/03/2022

Rates              Fringes

BRICKLAYER.....\$ 37.75              34.62

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BRCT0001-002 01/03/2022

Rates              Fringes

BRICK POINTER/CAULKER/CLEANER...\$ 37.75              34.62

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BRCT0001-005 01/03/2022

Rates              Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 37.75              34.62

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CARP0326-024 05/02/2022

Rates              Fringes

FLOOR LAYER: Carpet Only.....\$ 36.07              26.15

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CARP0326-025 05/02/2022

Rates              Fringes

FLOOR LAYER: Hardwood Floors  
Only.....\$ 36.07              26.15

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CARP0326-027 05/02/2022

	Rates	Fringes
CARPENTER (Scaffold Builder).....	\$ 36.07	26.15

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 CARP0326-028 05/02/2022

	Rates	Fringes
CARPENTER (Includes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation).....	\$ 36.07	26.15

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 ELEC0035-014 06/01/2022

	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring).....	\$ 41.75	3%+31.47

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 ELEV0091-002 01/01/2022

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 58.90	36.885+a+b

FOOTNOTE:

- a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.  
 b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

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 ENGI0478-004 04/03/2022

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Backhoe/Excavator/Trackhoe).....	\$ 44.86	26.80

PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

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 ENGI0478-005 04/03/2022

	Rates	Fringes
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## POWER EQUIPMENT OPERATOR

(Bulldozer)

Finegrade (Slopes, Shaping, laser or GPS, etc.).....	\$ 44.86	26.80
Rough Grade Dozer.....	\$ 43.38	26.80

PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

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ENGI0478-012 04/03/2022

Rates	Fringes
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## POWER EQUIPMENT OPERATOR

(Crane under 100 ton rated

capacity)).....\$ 49.06      26.80

PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

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ENGI0478-016 04/03/2022

Rates	Fringes
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## POWER EQUIPMENT OPERATOR

(Loader - 7 cubic yards or

over).....\$ 46.07      26.80

PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

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IRON0015-010 06/06/2022

Rates	Fringes
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## IRONWORKER (Reinforcing,

Structural, Ornamental).....\$ 39.70      38.77  
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LABO0230-001 04/03/2022

	Rates	Fringes
LABORER		
Common or General.....	\$ 32.00	24.40
Mason Tender- Cement/Concrete.....	\$ 32.50	24.40

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PAIN0011-014 06/01/2022

	Rates	Fringes
GLAZIER.....	\$ 40.78	23.40

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PAIN0011-021 06/01/2022

	Rates	Fringes
PAINTER (Brush and Roller).....	\$ 37.22	23.55

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PAIN0011-023 06/01/2022

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 37.97	23.55

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PLUM0777-001 06/01/2021

	Rates	Fringes
PLUMBER.....	\$ 45.83	33.50

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PLUM0777-003 06/01/2021

	Rates	Fringes
PIPEFITTER.....	\$ 45.83	33.50

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PLUM0777-004 06/01/2021

	Rates	Fringes
PLUMBER (HVAC Pipe Installation).....	\$ 45.83	33.50

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ROOF0009-001 06/01/2021

	Rates	Fringes
ROOFER		
Composition.....	\$ 38.90	21.85
Slate and Tile.....	\$ 39.40	21.85

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SFCT0669-002 04/01/2022

	Rates	Fringes
SPRINKLER FITTER.....	\$ 47.55	28.96

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SHEE0040-001 07/01/2021

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Unit Installation).....	\$ 40.08	40.53

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SHEE0040-002 07/01/2021

	Rates	Fringes
SHEET METAL WORKER (Metal Flashing and HVAC Duct Installation Only).....	\$ 40.08	40.53

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SHEE0040-008 07/01/2021

	Rates	Fringes
SHEET METAL WORKER (Metal Roofs Installation).....	\$ 40.08	40.53

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TEAM0677-001 04/03/2022

	Rates	Fringes
TRUCK DRIVER (Dump Truck).....	\$ 31.39	28.78

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

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

is available at  
<https://www.dol.gov/agencies/whd/government-contracts>.

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISIO"

(End of Summary of Changes)