

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W9128F23R0023	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 15-May-2023	PAGE OF PAGES 1 OF 65
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
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7. ISSUED BY U.S. ARMY CORPS OF ENGINEERS, OMAHA DIST CONTRACTING OFFICE 1616 CAPITOL AVENUE OMAHA NE 68102-4901	CODE W9128F	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE See Item 7
TEL:	FAX:	TEL: FAX:

9. FOR INFORMATION CALL:	A. NAME WAYNE C WEIDENHAMER	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> (402) 995-2074
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SOLICITATION

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

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

MULTIPLE AWARD TASK ORDER CONTRACT (MATOC)

RETURN WITH OFFER: INFORMATION REQUIRED BY SECTION 00 10 00 (SF1442 AND PROPOSING SCHEDULE), SECTION 00 22 00, AND SECTION 00 45 00 OF THE MATOC CONTRACT AND SECTION 00 10 00 (SF1442 AND PRICING SCHEDULE) OF TASK ORDER NO. 0001.

THIS SOLICITATION IS RESTRICTED TO SMALL BUSINESS CONTRACTORS.

11. The Contractor shall begin performance within 10 calendar days and complete it within 0 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See Per Task Order .)

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

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 02:00 PM (hour) local time 14 Jun 2023 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee is, is not required.

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

D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued)

(Construction, Alteration, or Repair)

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>	15. TELEPHONE NO. <i>(Include area code)</i>
CODE FACILITY CODE	16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i> See Item 14

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS	SEE SCHEDULE OF PRICES
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18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.									
DATE									

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>	20B. SIGNATURE	20C. OFFER DATE
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)
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26. ADMINISTERED BY CODE	27. PAYMENT WILL BE MADE BY: CODE
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CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award commutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>	31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>	
30B. SIGNATURE	30C. DATE	TEL: EMAIL:
		31B. UNITED STATES OF AMERICA BY
		31C. AWARD DATE

Section 00 10 00 - Solicitation, Contract Line Item Number (CLIN) Schedule

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Missouri River BSNP MATOC IDIQ FFP Missouri River Bank Stablization Navigation Program MATOC IDIQ . Task Orders will be placed against this IDIQ and will consume this \$49,000,000.00 total capacity. Ordering Period 01 July 2023 - 30 June 2028. FOB: Destination PSC CD: Z2KB	49,000,000	Job		

MAX
NET AMT

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
1.00	\$2,500.00	49,000,000.00	\$49,000,000.00

DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND ORDER VALUE

The minimum quantity and order value for each Delivery/Task Order issued shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for each Delivery/Task Order issued shall not exceed the maximum quantity and order value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
1.00	\$2,500.00	49,000,000.00	\$19,000,000.00

CLIN MINIMUM/MAXIMUM QUANTITY AND CLIN VALUE

The minimum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not be less than the minimum quantity(s) and CLIN value(s) stated in the following table. The maximum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not exceed the maximum quantity(s) and CLIN value(s) stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001	1.00	\$1.00	49,000,000.00	\$49,000,000.00

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001	1.00	\$2,500.00	19,000,000.00	\$19,000,000.00

SEED PROJECT PRICE SCHEDULE
PRICE SCHEDULE

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
<u>BASIC</u>					
0001.	Entire work, complete, for quarried stone as shown on the drawings and in the specifications at Sandy Point Chute, Boyer Billabong, and Tobacco Chute (16 Structures)	65,535	Tons	\$ _____	\$ _____
0002.	All remaining work	1	Job	XXX	\$ _____
TOTAL BASIC AMOUNT (Items 0001 thru 0002)					\$ _____

DETAILED PRICE BREAKDOWN

0001- Entire work, complete, for quarried stone as shown on the drawings and the specifications at Sandy Point Chute, Boyer Billabong, and Tobacco Chute (16 Structures)				
Description	Quantity	Unit	Unit Price	Total Price
Riprap Material Supply		TONS		
Riprap Placement		TONS		
0001 Basic Items Total				
0002 - All Remaining Work				
Description	Quantity	Unit	Unit Price	Total Price
Mobilization and Demobilization		LS		
Excavation		CY		
Site Restoration		LS		
Surveys		LS		
Planning and Coordination		LS		
Field Office Overhead		LS		
Other		LS		
0002 Items Total				
Items 0001 & 0002 Total				

SPECIFICATIONS FOR TASK ORDER**SPECIFICATION FOR SEED TASK ORDER ATTACHED TO SOLICITATION****SEE ATTACHMENT # 1****Specifications Task Order 01 (W9128F23R0023) Chute Repairs North**DRAWINGS FOR TASK ORDER**DRAWINGS FOR SEED TASK ORDER ATTACHED TO SOLICITATION****SEE ATTACHMENT # 2****Drawings Task Order 01 (W9128F23R0023) Chute Repairs North**SPECIFICATIONS BASE MATOC**SPECIFICATIONS FOR BASE MATOC ATTACHED TO SOLICITATION****SEE ATTACHMENT # 4****Specifications W9128F23R0023 BSNP MATOC**

Section 00 21 00 - Instructions

INSTRUCTIONS TO OFFERORS

Section 00 21 00 - Instructions to Offerors

INSTRUCTIONS TO OFFERORS (RFP)

PART 1 GENERAL

1. GENERAL SOLICITATION INFORMATION:

This Request for Proposal (RFP) is for solicitation of a Multiple Award Task Order Contract (MATOC). This solicitation is restricted to small business participants only.

2. SUBMISSION DEADLINE:

Offers shall be submitted as stated and by the time and date as specified in Block 13, Page 1 of the 1442 Solicitation. Only an electronic proposal will be accepted.

ELECTRONIC DELIVERY TO:

Contract Specialist - Wayne C. Weidenhamer at wayne.c.weidenhamer@usace.army.mil

Contracting Officer – Constance R. Ellard at Constance.R.Ellard@usace.army.mil

See Section 00 22 10 SUPPLEMENTARY INSTRUCTIONS (SUBMISSION REQUIREMENTS AND EVALUATION) for additional submission details.

3. COPIES OF SOLICITATION DOCUMENT AND AMENDMENTS:

Copies of the solicitation and amendments are available by INTERNET ACCESS ONLY. All solicitation documents will be posted to the SAM.gov website. <https://sam.gov/>

- 3.1. It shall be the Contractor's responsibility to check the websites for any amendments. The offeror shall submit in the proposal all requested information specified in this solicitation. There will be no public opening of the proposals received as a result of this solicitation.

4. OFFEROR'S QUESTIONS AND COMMENTS:

Questions and/or comments relative to these documents should be submitted via Bidder Inquiry as indicated below.

For any other administrative matters regarding this RFP, please contact:

Contract Specialist - Wayne C. Weidenhamer at wayne.c.weidenhamer@usace.army.mil

5. BIDDER INQUIRY

Questions relating to the proposal are to be submitted via Bidder Inquiry in ProjNet at: <https://www.projnet.org/projnet/> No Later Than ten (10) calendar days before due date of proposals,

in order that they may be given consideration or actions taken prior to receipt of offers. The Bidder Inquiry system is to be used to ask and receive answers to all non-proprietary questions.

To submit and review inquiry items, prospective vendors will need to use the Bidder Inquiry Key presented below and follow the instructions listed below. A prospective vendor who submits a comment /question will receive an acknowledgement of their comment/question via ProjNet email notification after an answer to the comment/question after it has been processed by our technical team.

All timely questions and approved answers will be made available through ProjNet.

The Solicitation Number is: **W9128F23R0023**

The Bidder Inquiry Key is: **F8RMA3-PWJMNX**

a. Registration for ProjNet Bidder Inquiry Access

If you are already registered, go to Entering Bidder Inquiries in ProjNet Bidder Inquiry System below.

1. From the ProjNet home page linked above, click on Quick Add on the upper right side of the screen.
2. Identify the Agency. This should be marked as USACE.
3. Key. Enter the Bidder Inquiry Key listed above.
4. Email. Enter the email address you would like to use for communication.
5. Click Continue. A page will then open saying that a user account was not found and will ask you to create one using the provided form.
6. Enter your First Name, Last Name, Company, City, State, Phone, Email, Secret Question, Secret Answer, and Time Zone. Make sure to remember your Secret Question and Answer as they will be used from this point on to access the ProjNet system.
7. Click Add User. Once this is completed you are now registered within ProjNet and are currently logged into the system.

b. Entering Bidder Inquiries in ProjNet Bidder Inquiry System

1. For future access to ProjNet, you will not be emailed any type of password. You will utilize your Secret Question and Secret Answer to log in.

2. From the ProjNet home page linked above, click on Quick Add on the upper right side of the screen.
 3. Identify the Agency. This should be marked as USACE.
 4. Key. Enter the Bidder Inquiry Key listed above.
 5. Email. Enter the email address you used to register previously in ProjNet.
 6. Click Continue. A page will then open asking you to enter the answer to your Secret Question.
 7. Enter your Secret Answer and click Login. Once this is completed you are now logged into the system.
 8. Follow online screen instructions to enter specific bidder inquiries for the project.
- c. The Bidder Inquiry System will be unavailable for new inquires after ten (10) calendar days in order to ensure adequate time is allotted to form an appropriate response and amend the solicitation, if necessary.
- d. Offerors are requested to review the specification in its entirety, review the Bidder Inquiry System for answers to questions prior to submission of a new inquiry.
- e. The call center operates weekdays from 8AM to 5PM U.S. Central Time Zone (Chicago). The telephone number for the Call Center is 800-428-HELP.
- f. Offers will NOT be publicly opened. Information concerning the status of the evaluation and/or award will NOT be available after receipt of proposals.

6. GENERAL DESCRIPTION OF WORK

The work includes all work required for a wide range of construction services including river work, dredging, habitat creation, stabilization, rock placement, earth moving activities and incidental related work located along the Missouri River Valley from Rulo, NE (River Mile 498.2) to Lower Ponca Bend (River Mile 750.0).

7. PROPOSAL SUBMISSION REQUIREMENTS, EVALUATION AND CONTRACT AWARD

See Section 00 22 00 SUBMISSION REQUIREMENTS AND EVALUATION

- 7.1. In order to be considered for award of a contract for the requirements of this solicitation, the Offeror must submit a proposal with its offer. Failure to submit a complete proposal may result in the entire offer being rejected. The proposal shall consist of two Volumes:

Volume 1, Technical Proposal / Past Performance

- Factor 1 – Technical Capabilities- Construction Equipment, Staff, and Rock Placement Capacity
- Factor 2 – Stone Quality and Capacity
- Factor 3 – Past Performance

Volume 2, Price Proposal

- Factor 4 – Price Proposal, consisting of an original signed Standard Form 1442 “Solicitation, Offer, and Award”; providing a price for all line items for the first **Task Order** in the corresponding price schedule and price breakout; and acknowledgment of all amendments to the solicitation.

Proposal Characteristics Each Volume shall contain a table of contents. All text must be legible and easily read. The page size of the Offeror’s proposal shall not exceed 8-1/2 by 11 inches. Diagrams, charts and tables shall conform to the paper size. All text shall be typed single-spaced. Margins (1-inch) shall be clean and clear. **Offerors shall limit Volume 1, Technical / Past Performance Proposal, to a maximum of 40 pages. Pages in excess of 40 pages will not be evaluated.** Each Volume of the proposal shall be identified on the cover by the Solicitation Number, project title, name, address, and telephone number of the Offer, and one of the following on each volume in bold letters:

VOLUME 1: TECHNICAL / PAST PERFORMANCE PROPOSAL

VOLUME 2: PRICE PROPOSAL

- 7.2. The Proposal’s clarity, organization and cross referencing are mandatory. No material shall be incorporated by reference. General cross-references or cross referencing guides will not be considered appropriate cross-references.
- 7.3. The Proposal shall be organized by factors. They shall be described in separate sections, appropriately tabbed in a report form. All pages of each factor shall be sequentially numbered. Elaborate or lengthy presentations are not necessary or desirable.
- 7.4. The Technical narrative shall be written in a way to demonstrate a clear understanding of the requirements, but should not simply parrot the specifications. The Technical proposal shall not refer the reviewer to information contained in the Price proposal.
- 7.5. Additional Information to Be Provided in Volume 2.
Pro Forma Requirements. This information should be submitted in an envelope labeled “Pro Forma Requirements”. Provide an original and two copies.
This information consists of the following:
 - The Offeror will submit a cover letter containing:
 - 1) Solicitation number.
 - 2) Name, address, email, and telephone and fax numbers of the Offeror.
 - 3) Names, title, email, and telephone and fax numbers of persons authorized

to negotiate on the Offeror's behalf with the Government in connection with this RFP.

- 4) Name, title and signature of the person authorized to sign the proposal.
- 5) A statement specifying agreement with all terms, conditions and provisions included in the RFP.

- The Offer (the SF1442) duly executed with an original signature by an official authorized to bind the company. Include the Offeror's DUNS number in block 14.
- Acknowledgement of all amendments to the RFP in accordance with the instructions on the Standard Form 30 (amendment form).
- The completed Section 00 45 00 of the RFP (Representations and Certifications) and the
- Payment and Performance Bonds are required for each Task Order for which the Offeror is submitting a price proposal.
- Financial statement and bank letter that verify that sufficient funds will be available to finance the work.

8. JOINT VENTURES

8.1. Joint Ventures shall submit the following additional documentation regarding their business entities:

A certified copy of their Joint Venture agreement.

A detailed statement outlining the following in terms of percentages, where appropriate:

The relationship of the joint venture parties in terms of business ownership, capital contribution, and profit distribution or loss sharing.

The management approach of the joint venture in terms of who will conduct, direct, supervise and control the project and have custody and control of the assets of the joint venture and perform the duties necessary to complete the work.

The structure of the joint venture and decision-making responsibilities of the joint venture parties in terms of who will control the manner and method of performance of the work.

The bonding responsibilities of the joint venture parties.

Identification of the key personnel having authority to legally bind the joint venture to subcontracts and state who will provide or contract for the labor and materials for the joint venture.

Identification of party maintaining the joint venture bank accounts for the payment of all expenses and the deposits of all receipts, keep the books and records, and pay applicable taxes for the joint venture.

Identification of party furnishing the facilities, such as office supplies and telephone service.

Identification of party having overall control of the joint venture.

Joint Venture CAGE code.

- 8.2. Other sections of the proposal shall identify, where appropriate, whether key personnel are employees of the individual joint venture parties and identify the party, or hired as employees of the joint venture.
- 8.3. If one of the joint venture parties possesses experience and/or past performance as a Federal Government contractor or as a Corps of Engineers contractor, that experience and/or past experience will be included as the experience and/or past experience of the joint venture.
- 8.4. If subcontractor experience is submitted for consideration as part of the proposal, the offeror should include a commitment signed by offeror and subcontractor certifying that if a contract is awarded resulting from the proposal, the parties commit to joint performance as proposed. If the signed commitment is not fully executed by both parties and provided with the Past Performance Proposal, subcontractor references will not be evaluated or considered.
 - 8.4.1. Affiliate companies, sister companies, teaming arrangements, joint venture agreement, etc., will be considered provided that sufficient documentation is included in the proposal. The primary offering entity must demonstrate that the affiliate will perform significant and critical aspects of the contract if awarded. Documentation includes a copy of the signed arrangement such as documented affiliation, a copy of the teaming agreement, a copy of the joint venture agreement, etc.

9. BASIS FOR AWARD

- 9.1. The Government intends to establish a multiple award ID/IQ contract that will enable it to allow members of the contract pool to compete for future task orders. The Government intends to award a target of five (5) ID/IQ contracts from this solicitation to the responsible offeror(s) whose proposal conforms to the solicitation and is determined to be the Lowest Priced/Technically acceptable (LPTA) value to the Government. Award will be made on the basis of the lowest evaluated price of those proposals meeting or exceeding the acceptability standards for non-cost factors. The Government reserves the right to award fewer contracts, more contracts, or none at all based on the proposals received. The Government intends to make its decision without discussions, but reserves the right to do so if the Contracting Officer determines it is necessary.

- 9.2. The Contracting Officer may establish a competitive range and conduct discussions with all the most highly rated proposals, unless the range is further reduced for purposes of efficiency pursuant to FAR 15.306(c)(2). At the conclusion of discussions, each offeror still in the competitive range shall be given an opportunity to submit a final proposal revision.
- 9.3. The Government will base its evaluation on the following factors.
- 9.4. There are two Technical Factors – Technical Capabilities, Stone Quality and Quantity, and one Past Performance Factor. All non-price factors are of equal importance. Proposals are evaluated for acceptability, but not ranked using the non-price factors. In order to be considered awardable, there must be an acceptable rating in every non-price factor. For the purpose of awarding the base ID/IQ contract(s), the price factor will be determined using the price submitted by the offeror(s) for the seed project provided along with this solicitation.
- 9.5. The first task order is included with this package. The Government intends to award a task order concurrently or very soon after award of the base contract(s). Offerors must submit a price for the first task order in order to be considered eligible for award of a base ID/IQ contract.
- 9.6. As stated, award of the base ID/IQ contracts will be based on the evaluation of pricing for the first task order only. The first task order will be awarded to the lowest price offered for the first task order from among those offerors selected for a base contract award.

10. SUBMISSION REQUIREMENTS

10.1 VOLUME I – FACTOR 1 – CONSTRUCTION EQUIPMENT, STAFF, AND ROCK PLACEMENT CAPABILITY

- 10.1.1 The Contractor shall prepare and submit a narrative demonstrating adequate floating plant and equipment to perform the work. The narrative shall not exceed three pages in length. The contractor shall submit copies of all licenses and certificates required in Factor 1 in addition to the narrative. The total narrative for Factor One shall be no more than three pages in length and shall include, as a minimum, the following elements and sub-elements.
- 10.1.2 The narrative shall identify ownership or access to floating plant equipment, pilots, operators, and crew including the following:
- A. Floating plant consisting of tow vessels, material barge(s), work barge(s), excavator(s), support vessels.
 - 1. At least two tow vessels, 27 feet long or longer.
 - 2. 4 equipment barges.

3. Mechanisms to load and place rock (loaders and excavators).
4. Support vessel such as a skiff.
5. Equipment type, manufacturer, make, model, year, dimensions, draft, propulsion engine horsepower, maximum load capacity.

B. Tow Vessel Pilots and Licenses. Identify all tow vessel pilots that may operate the tow vessels. All pilots shall be appropriately licensed. Contractor shall provide copies of all proposed tow vessel pilots' current license.

C. Certificates of Inspection for vessels listed in 10.1.2.A

10.1.3 The narrative shall also indicate the experience of the contractor and a description of means and methods for transporting to the placement locations on the Missouri River. The narrative shall include a means and methods paragraph(s) that provides an overview discussion that demonstrates the Contractor understands the necessary means and methods to accomplish the work. Relevant information would include assumed means and methods of transport, weekly or monthly placement rates, and transport time from the rock source. Capability shall account for an annual placement period that matches the navigation flow support season on the Missouri River. The annual placement period will include less than 8 months, from 1 April through 20 November for the entire reach of river.

10.1.4 Provide in the proposal, a list and quantity of equipment with capabilities that the Offeror's shop(s) currently possess in accordance with Technical Capabilities listed below. The equipment list provided as part of the proposal shall include; type of equipment (make, model, year, and relevant accessories (draft, HP, bucket type/capacity, reach, load limits, etc.), number available, description providing narrative showing equipment meets functional needs of project. Proposals will be considered technically acceptable if the Offeror provides a list and quantity of equipment to be used and has all of the following capabilities:

- A. Must have barge(s) that are equipped to deliver and operate equipment which allows for the placement of stone to repair or modified specific river rock structures.
- B. Must have towboats and barge(s) able to access, in low draft and/or high flow areas behind or around structures with a draft of 6 feet of water for loaded rock and equipment barges, and tow boats.
- C. Must be able to use mooring piles, anchors, or spud barges to obtain proper alignment and configuration while placing stone.
- D. Must have dock barge or similar loading equipment to ensure proper rock loading. Load systems and/or methods that do not prevent rock loss into river, and/or causes channel obstructions and/or impede commercial navigation are not acceptable.

- E. Equipment used to place stone must be capable of accurately placing stone on structures and accurately placing stone below water to a depth of 20 feet below water surface.

10.1.5 If an Offeror is not currently in possession of the required equipment, Offeror must adequately demonstrate they can acquire the equipment in time to perform the work required under the first task order, which is to be awarded concurrently with award of the base ID/IQ contract, and demonstrate they can acquire the equipment required to satisfy all requirements in the base contract for any subsequent task order. Offerors must acquire the requisite equipment through ownership, lease, subcontract, etc., in time to perform the work.

10.2 VOLUME I – FACTOR 2 – STONE QUALITY AND CAPACITY

10.2.1 The contract will require placement of stone meeting USACE specifications within the Missouri River at multiple locations. Specific structures, and locations will be provided with the seed project and subsequent task orders. All stone to be placed in all locations in the seed project and following task orders will be subject to the specification provided in seed task order, specification 35 31 19 of this solicitation requires investigations and a narrative describing the results of the investigations. The investigations and the narrative shall address the items specified below in the Factor 2 submission requirements. The current stone specification, in its entirety, is provided for reference in seed task order, specification 35 31 19.

10.2.2 The Contractor shall review and fully comprehend the specification. Questions should be submitted via Projnet, as described in the earlier portion of this solicitation. Contractors shall expect the Corps to perform quality testing of the stone supplied during performance of any Task Orders issued from a resulting contract. The seed project and task order Plans and Specifications will include additional and substantial project requirements. Submittal and acceptance of the Contractor listed stone sources does not imply any Government acceptance of Contractor identified stone sources for project use.

10.2.3 Submission Requirements:

- A. Narrative. The Contractor shall provide a brief narrative, no more than 1 page in length, summarizing the stone investigation and including all the following items.
- B. The narrative shall identify and include the names of the quarries and contact information for the representatives of the quarries that were coordinated with during the investigation.
- C. The narrative shall indicate whether the contractor has secured a preliminary agreement with a quarry that can supply or has previously supplied stone that meets the requirements (or similar requirements) of the specification in seed task order, specification 35 31 19.

D. Previously supplied stone must have been supplied within the last one year.

10.2.4 Testing Results - All stone that will be allowed for use on the job must meet the stone quality specification requirements in seed task order, specification 35 31 19. In addition to the 1-page narrative, the Contractor shall also provide available stone test results as demonstration of quality. However, no new testing is required for this submittal. Offerors who fail to provide previous, similar test results, may be rated as unacceptable. Test results shall be substantially similar to those required in the seed task order, specification 35 31 19, Stone specification.

10.3 VOLUME I – FACTOR 3 – PAST PERFORMANCE

10.3.1 OBTAINING PAST PERFORMANCE RECORDS

- A. Accessing Past Performance information directly from Contractor Performance Assessment Reporting System (CPARS) website at <https://www.cpars.gov/> for CCASS completed before 27 June 2014 and for merged CPARS completed after 1 July 2014. CPARS is an electronic repository of performance information collected by all the major federal performance reporting systems and can be accessed at the website. All Department of Defense (DoD) employees (military and civilian), including DoD Contractors that are working on site (military/government facilities) or contractors working offsite using Government Furnished Equipment (GFE) are required to use certificates from DoD Public Key Infrastructure (PKI) to access CPARS. If the contractor doesn't work on site or with GFE they are encouraged to obtain and use a certificate from an External Certificate Authority (ECA). For DoD users, the use of PKI Login is Mandatory. Federal and Contractor users can use the PKI login category if they have PKI.
- B. External Certificate Authority
1. External Certificate Authorities (ECAs) and Interim External Certificate Authorities (IECAs) provide digital certificates to the DoD's private industry partners, contractors using their own equipment or working in non-government facilities, allied partners, and other agencies.
 2. Additional information about the PKI certificate is at https://www.cpars.gov/pki_info.htm web page. You will also need your UEI number and Marketing Partner Identification Number (MPIN) to log onto CPARS. The MPIN number was selected by whoever registered your company in the System for Award Management (SAM) Registry at <https://sam.gov>. If you do not know your MPIN number, you will need to contact the SAM help desk by emailing them from the email link on the SAM web page. Please be aware that they will only release the MPIN number to the person who originally registered your company. Additional instructions on locating your MPIN is located in the Frequently Asked Questions (FAQs) section under the Help tab, or –

- C. Past Performance Questionnaires (PPQs) may be used to provide or supplement a firm's past performance with other than U.S. Governmental clients (see Attachment 3). Contact your client point of contact (POC) for the project you need a past performance record and request the POC to complete the PPQ. The PPQ included in this solicitation is provided for the Offeror to submit to the client for each project the Offeror may need a past performance record for to meet the requirements in this synopsis. Ensure correct phone numbers and email addresses are provided for the client POC. Completed PPQs should be submitted with your proposal. If the Offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the Offeror should complete and submit with the proposal the first page of the PPQ, which will provide contract and client information for the respective project(s). It is the Offeror's responsibility to follow-up with client POCs to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Contract Specialist, via email at wayne.c.weidenhamer@usace.army.mil prior to proposal closing date. Offerors must not incorporate by reference into their proposal PPQs previously submitted for other RFPs; this does not preclude an Offeror submitting a previously completed PPQ as long as the full PPQ is submitted and completed in its entirety. This also does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation. If a PPQ is to be submitted for a project, the complete PPQ must be submitted (either by the client POC or the Offeror) prior to proposal closing date.
- D. The Government reserves the right to contact any persons who may be knowledgeable about the project or projects (this is not limited to contracts identified by the offeror) submitted in an offeror's proposal. In addition, the Government may review and take into consideration other sources of information pertinent to the evaluation of the offeror's Past Performance, including both the previous experience projects and other similar projects performed by the offeror. Other sources may include, but are not limited to, Past Performance information retrieved through the Contractor Performance Assessment Reporting System (CPARS), using all Commercial and Government Entity (CAGE)/DUNS numbers of team members (partnership, Joint Venture, teaming arrangement, or parent firm/subsidiary/affiliate) identified in the Offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the offeror.
- E. While the Government may elect to consider data from other sources, the burden of ensuring detailed, current, accurate and complete Past Performance information rests with the offeror.

10.3.2 The Offeror shall provide a minimum of three (3) projects and a maximum of five (5) projects completed within the last five (5) years that demonstrate experience as they

relate to Factor 1- CONSTRUCTION EQUIPMENT, STAFF, AND ROCK PLACEMENT CAPABILITY. For each project, provide the following: Project name, a short description of the work, contract amount, owner's name and telephone number, completion date and percentage of project completed using your own forces. The projects shall be of similar type and complexity as this project. Acceptable projects of similar type and complexity are projects valued over \$1,000,000 that were performed from a floating barge, involved rock placement, and demonstrates experience in at least one of the following areas:

- A. Placing stone on specified structures and under water to a specified depth using floating plant within an inland river system.
- B. Using barges with equipment to draft 6 feet of water or less to access areas behind or around structures with faster moving water.
- C. Loading barges safely with mobile loading system or dock barge.

10.3.3 If the Offeror represents the combining of two or more companies, state if this project represents a joint venture of the listed parties.

10.3.4 The contractor must submit signed copies of all interim and final ratings received during the time period of March 1, 2018, to May 1, 2023 as included in the Past Performance Information Retrieval System (PPIRS), Federal Awardee Performance and Integrity Information System (FAPIIS), Contractor Assessment Reporting System (CPARS) or other databases using all CAGE/UEI numbers of team members (joint venture, teaming arrangement, or parent company/subsidiary/affiliate) that will be performing the work identified in Factor 1 above. All ratings must include the contact information, e-mail or phone, of the rating official.

10.4 VOLUME II – FACTOR 4 – PRICE

Provide a complete price in the proposal, the Price Proposal Schedule, and Price Breakout Schedule from the first Task Order. Proposed prices must be entered for all items of the Price Proposal Schedule and a detailed price breakout must be submitted.

Price will be analyzed using the price analysis techniques provided in FAR 15.404-1(b). In the event of a discrepancy between the unit price and the price total, the unit price will prevail.

ORDER INSTRUCTIONS TASK ORDER

ORDERING PROCEDURES FOR CONSTRUCTION TASK ORDERS

I. GENERAL:

DELIVERY OR PERFORMANCE REQUIREMENTS: Performance Requirements will be established in each Task Order scope of work.

Individual Task Orders contemplated under this solicitation may range from \$2,500 to \$19,000,000.

The minimum Task Order amount is \$2,500 for any given Task Order. When the Government requires supplies or services covered by this contract in amount of less than \$2,500 for any one Task Order, the Government is not obligated to purchase, nor is the Contractor obligated to furnish those items under the contract.

II. ORDERING PROCEDURES:

1) ORDERING: To clarify the contract clause 252.216-7006 "Ordering" the following shall apply:

- a. When the Government requires work under the contract, a Request for Task Order Proposal (RFTOP) will be issued to all the members of the MATOC pool. RFTOP will normally be issued electronically by email but may be placed via mail, telephone, facsimile, or other electronic means.
- b. The Government will not be obligated to reimburse the contractor for work performed, items delivered, or any costs incurred, nor shall the contractor be obligated to perform, deliver, or otherwise incur costs, except as authorized by duly executed Task Orders.
- c. The Government request for proposal will delineate the: (1) scope of work; (2) location of work; (3) time period(s) within which the work must be performed. (4) additional technical specification or drawings and (5) a price schedule.
- d. Task orders will be evaluated for technical acceptability. The contractor shall prepare a firm fixed price proposal to perform the work and submit his/her proposal in writing to the individual and within the time specified in each request for proposal.
- e. Each task order will be discussed by the contractor and the Contracting Officer, as necessary, to develop a mutual understanding of:
 - 1) Type and scope of work to be accomplished, including accuracy criteria.
 - 2) End product required by the Contracting Officer.
 - 3) Existing site conditions, survey control, and other available data.
 - 4) A fair and reasonable price to perform the work
- f. Time periods within which required work must be accomplished will be defined in each task order placed against the basic contract. Each task order will contain the agreed to scope of work, project to be performed, specific deliverable items, and the final negotiated fixed price for performing the work.
- g. Each proposal submitted will be evaluated for fair and reasonable price to perform the work.
- e. Upon award the awardee will be notified and all members of the MATOC pool will be notified of the award decision electronically by email.
- f. The need for Pay and Performance Bonds will be determined at the Task Order level and will be IAW FAR Part 28. Awardee of the Task Order will need to provide the required bonds with 10 days of award.

2) NOTICE TO PROCEED:

The contractor shall commence work upon receipt of a properly executed Task Order or modification to a task order and after Payment and Performance bonds are received and found to be legally sufficient. The contractor shall complete the work within the time specified in each task order or modification to each task order.

- 3) **UNAUTHORIZED INSTRUCTIONS FROM GOVERNMENT OR OTHER PERSONNEL:**
Only a warranted Contracting Officer (either a Procuring Contracting Officer (PCO), or an Administrative Contracting Officer (ACO)), acting within their delegated limits, has the authority to issue modifications or otherwise change the terms and conditions of the Task Order of the base contract. If an individual other than the Contracting Officer attempts to make changes to the terms and conditions of this contract you shall not proceed with the change and shall immediately notify the Contracting Officer.
- 4) **PERIOD OF PERFORMANCE:** The Base Contract ordering period shall begin upon the date of contract award and shall, unless terminated sooner in accordance with the termination contract clause continue for a period specified. Task Orders shall be issued during the ordering period in the base contract unless the terms of the contract are extended depending on the needs of the government.
- 5) **OBLIGATION BY THE GOVERNMENT:** The Government is not obligated to fund the maximum cumulative dollar amount of this contract.
- 6) **DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE(S) (COR):** Designation will be made upon award of each Task Order and a copy of the designation letters will be furnished to the contractor. Limits of authority are described in each designation letter.
- 7) **AUTHORIZED REPRESENTATIVE OF THE CONTRACTOR:**
The contractor shall designate a member or employee who will act as project manager for the base contract or during the performance of a Task Order. This official shall be the liaison between the contractor's work forces and the Government.
- 8) **OPTION(S) WITHIN TASK ORDERS AND/OR MODIFICATIONS:** The Government may require performance of additional work as identified as an option item in individual Task Orders or by a Modifications to Task Orders, at the price stated. Contractor will be notified of the Modification to the Task Order by the government. The Contracting Officer may exercise the option by written notice to the Contractor prior to completion of the work previously authorized under each appropriate task order.
- 9) **GENERAL WAGE DECISION:** Davis Bacon Act wage rates will be identified for all Task Orders at the time of request for proposal is issued under this contract and updated at the time of award of the Task Order.
- 10) **AVAILABILITY OF FUNDS (REFERENCE FAR 52.232-18):** The Government may request proposals for Task Orders for which funding is not currently available for the award. If funds fail to become available for the award of the project, the event shall not constitute a basis for equitable adjustment under this contract. If after the Government receives a contractor's proposal and funds are not available, the Government may request an extension of the contractor's proposal acceptance period without further competition for the project or may re-solicit the project at its option. If the proposal acceptance period is not extended by the contractor the project may be re-solicited.

TASK ORDER POP AND LDS

INSTRUCTIONS FOR TASK ORDER LDS & PERIOD OF PERFORMANCE

As per base MATOC LDs and POP will be specified per individual Task Order.

For Task Order # 1 the Period of Performance is the following:

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

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 2 Years (720 Days). * The time stated for completion shall include final cleanup of the premises.

(End of clause)

For Task Order # 1 the LIQUIDATED DAMAGES are as follows:

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$1538.00 for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Unique Entity Identifier	OCT 2016
52.204-7	System for Award Management	OCT 2018
52.204-8	Annual Representations and Certifications	MAR 2023
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017
52.207-6	Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts)	DEC 2022
52.211-2	Availability of Specifications, Standards, and Data Item Descriptions Listed in the Acquisition Streamlining and Standardization Information System (ASSIST)	JUL 2021
52.215-1	Instructions to Offerors--Competitive Acquisition	NOV 2021
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	NOV 2021
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.216-27	Single or Multiple Awards	OCT 1995
52.219-8	Utilization of Small Business Concerns	OCT 2022
52.219-13	Notice of Set-Aside of Orders	MAR 2020
52.219-16	Liquidated Damages-Subcontracting Plan	SEP 2021
52.222-5	Construction Wage Rate Requirements--Secondary Site of the Work	MAY 2014
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan.	OCT 2020

52.225-10	Notice of Buy American Requirement--Construction Materials	MAY 2014
52.225-12	Notice of Buy American Requirement - Construction Materials Under Trade Agreements	MAY 2014
52.232-14	Notice Of Availability Of Progress Payments Exclusively For Small Business Concerns	APR 1984
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.215-7007	Notice of Intent to Resolicit	JUN 2012
252.215-7010	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	JAN 2023
252.215-7016	Notification to Offerors--Postaward Debriefings	DEC 2022

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of provision)

52.219-14 LIMITATIONS ON SUBCONTRACTING (OCT 2022)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that--

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to--

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are--

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are--

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for--

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause--

[Contracting Officer check as appropriate.]

___ By the end of the base term of the contract and then by the end of each subsequent option period; or

___ By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protege and its mentor approved by the Small Business Administration, the small business protege shall perform at least 40 percent of the work performed by the joint

venture. Work performed by the small business protege in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

**U.S. Army Corps of Engineers -
Omaha District
Attn: Constance R. Ellard
1616 Capitol Ave
Omaha, NE 68102-4901**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

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

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

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

An Organized site visit has been scheduled for Wednesday, 31 May 2023 at 0900 am. This will be an in-person opportunity. There will be no virtual, web-based options.

Participants interested in attending the site need to make reservations with Mr. Gregory Horihan via telephone at (402) 651-8114 or by e-mail at gregory.t.horihan@usace.army.mil.

The in-person site visit will be conducted at the Missouri River Project Office, US Army Corps of Engineers, 9901 John J Pershing Drive, Omaha NE 68112. This office is a secure location, accessible by gate only. Attendees shall proceed to the northern most gate, press the button on the key pad for access and indicate that they are here for the Missouri River Project Office site visit. After accessing through the northern-most gate, the project office and the site visit will be in the building immediately to the right (south and slightly east of the gate).

(End of provision)

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

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

<https://www.acquisition.gov/browse/index/far>

The full text of DFARS provisions can be found at:

<https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/browse/index/far>

The full text of DFARS provisions can be found at:

<https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any **DFARS** (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any **DFARS** (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

Section 00 22 00 - Supplementary Instructions

EVALUATION CRITERIA

Section 00 22 00 – EVALUATION CRITERIA

1. EVALUATION CRITERIA

1.1. VOLUME 1, TAB A – FACTOR 1 – CONSTRUCTION EQUIPMENT, STAFF, AND ROCK PLACEMENT CAPABILITY

1.1.1. The Government will evaluate the contractor’s response to Factor 1 in its entirety and categorize the proposal with one combined technical evaluation for this factor.

1.1.2. The proposal must be in an organized manner that acceptably addresses the elements and sub-elements listed in the submission requirements.

1.1.3. Minimum Acceptability Criteria:

1.1.3.1. The contractor’s narrative must include all the elements and sub-elements listed in section 00 21 00. A table or bulletized list of available equipment is adequate for a list of equipment, provided it’s accompanied by a signed statement by the CEO or President of the company indicating that all such equipment can be or has been secured and will be made available if any contracts are awarded under this MATOC. The rest of the requirement may be demonstrated within the narrative by providing a statement that indicates capability to meet the requirements as long as it includes a signed commitment by the CEO or President of the company. A Factor 1 rating of “acceptable will be assigned if the submittal demonstrates the Contractor has the equipment, personnel, and experience to perform the work.

1.2. VOLUME 1, TAB A – FACTOR 2 – STONE QUALITY AND CAPACITY

1.2.1. The Government will evaluate the Contractor provided documentation in its entirety and categorize the proposal with one combined technical evaluation for this factor. The Contractor should include the narrative, and any optional supplemental information combined in an organized manner for Factor 2.

1.2.2. Minimum Acceptability Criteria:

1.2.2.1. The contractor proposal must, at a minimum, include and address all the elements and sub-elements listed in the submission requirements for this factor. A Factor 2 rating of “acceptable” will be assigned if the submittal demonstrates the Contractor has provided the required narrative and a preliminary agreement with a quarry that can supply or has previously supplied stone that meets the requirements (or similar requirements) of the specification in the seed task order has been secured.

1.3. VOLUME 1, TAB A – FACTORS 1 AND 2

1.3.1. The Government will evaluate the information to determine how well the Offeror identifies and demonstrates Technical Capabilities. The Offeror's failure to demonstrate possession of all of the technical capabilities identified in section 00 21 00 will be deemed technically unacceptable and will not be considered for award.

1.3.2. TECHNICAL RATINGS

1.3.2.1. To be considered Acceptable, each Offeror shall specifically address each of the evaluation factors. All non-price factors are equal. Sufficient detail shall be provided, citing specific data as may be required, such that the proposal may be adequately evaluated. The proposal must show clearly that the Offeror has an understanding of the work tasks required and has the capability and responsibility to accomplish the work. Acceptable/Unacceptable evaluations shall utilize the ratings listed in Table 1.

Table 1. Technical Acceptable/Unacceptable Rating Method

Color	Rating	Description
Green	Acceptable	Proposal meets the requirements of the solicitation.
Red	Unacceptable	Proposal does not meet the requirements of the solicitation.

1.4. VOLUME 1, TAB A – FACTOR 3 – PAST PERFORMANCE

1.4.1. The Past Performance evaluation factor assesses the degree of confidence the Government has in an Offeror's ability to supply products and services that meet users' needs, based on a demonstrated record of performance. The Past Performance evaluation considers each Offeror's demonstrated recent and relevant record of performance and the quality of performance in supplying products and services that meet the contract's requirements. A performance confidence assessment rating is assigned for each Offeror after evaluating the Offeror's recent Past Performance, focusing on performance that is relevant to the contract requirements. There are three aspects to the Past Performance evaluation which are recency, relevancy, and quality. These three aspects are described below:

1.4.2. Relevancy and Recency. The first two aspects of the Past Performance evaluation are to determine how relevant and recent previous experience accomplished by the Offeror is to the anticipated work to be accomplished under this project scope. The first aspect is to evaluate the recency of the offeror's past performance. The Government will consider projects that are complete within 10 years from the date the offers are due. Projects whose completion date is closer to the date the offers are due will have more impact on the overall past performance evaluation. However, they may or may not overshadow older performance records considering the nature of the ratings, statements, and volume of records. At a

minimum, for projects to be determined recent, projects must be completed within the past five (5) years from the date of this solicitation release.

1.4.2.1. For relevancy, the government will consider how similar the project example is to this solicitation.

1.4.3. Contractor Performance. The third aspect of the Past Performance evaluation is to determine the quality of the performance on past contracts. The Past Performance evaluation performed in support of a current source selection does not establish, create, or change the existing record and history of the Offeror's Past Performance on past contracts; rather, the Past Performance evaluation process gathers information from stakeholders on how well the Offeror performed on those past contracts. The Source Selection Evaluation Board will review this Past Performance information and determine the quality and usefulness as it applies to performance confidence assessment.

1.4.4. The Government will review all past performance information submitted, and may, at its sole discretion, review all the offerors CPARS evaluations for recency, relevance and quality.

1.4.5. Contractor Performance Assessment Reporting System (CPARS)/ Construction Contract Administration Support System (CCASS) records and Past Performance Questionnaires (PPQ's) are exempt from page count. The offeror shall be limited to submission of a CPARS or PPQ's evaluation for each project submitted and the offeror shall submit a CPARS, if it is available for the project.

1.4.6. The Government will assign a final Performance Confidence Assessment for this factor based on the evaluation of recent and relevant past performance information and the quality of past performance on prior contract efforts. In conducting a performance confidence assessment, each offeror shall be assigned one of the ratings using the Table 2 below.

Table 2. Performance Acceptable/Unacceptable

Adjectival Rating	Description
Acceptable	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown (see 1.4.7 below).
Unacceptable	Based on the offeror's performance record, the Government does not have a reasonable expectation that the offeror will be able to successfully perform the required effort.

1.4.7. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not

be evaluated favorably or unfavorably on past performance (see FAR 15.305 [a][2][iv]). Therefore, the offeror shall be determined to have unknown (or “neutral”) past performance. In the context of acceptability/unacceptability, a neutral rating shall be considered acceptable.

- 1.4.8. The Government will evaluate the relative merits of each Offeror's past performance by following the recency, relevancy, and confidence assessment procedures. The evaluation of past performance will examine how well Offerors have performed on recent and relevant projects considering such criteria as but not limited to: comparison of past experience to requirements contemplated under this scope; frequency of performance of similar projects; length of work history; performance metrics and trends; customer satisfaction; performance evaluation ratings; cost growth and adherence to budget; time growth, timeliness and adherence to schedule; quality and quality control measures; management of personnel and subcontractors; compliance with safety standards/safety plan; regulatory compliance; overall customer satisfaction; responsiveness to customer concerns; and safety.
- 1.4.9. Projects submitted without qualifying past performance data to support them may be considered for relevancy; however, the lack of qualifying performance data may have a significant negative impact on the confidence assessment.
- 1.4.10. CPARS/CCASS Ratings will be given more weight than PPQs. The Government may, at its discretion, contact individuals other than those identified by the Offeror as references to verify the information contained therein. The Government reserves the right to consider all aspects of an Offeror's performance history.
- 1.4.11. The Government will consider the experience provided by the Offeror for the anticipated work to be accomplished under this “project scope” when determining the relevancy of past performance data and use those submissions as a part of the confidence assessment. A lack of, or degraded recency and relevancy impacts the confidence assessment that the Government provides.
- 1.4.12. CPARS and/or PPQs with little to no supporting narrative will be weighted less significantly (both positive and negative) than CPARS and/or PPQs with more convincing supportive narratives.

1.5. VOLUME 2, TAB A - FACTOR 4 – PRICE

- 1.5.1. Price will be evaluated in comparison to the Independent Government Estimate (IGE). Price will be ranked in order from lowest price to highest price. The Procuring Contracting Officer (PCO) will evaluate the price factor for the following:

- 1.5.2. Completeness. All price information required by the Request for Proposal (RFP) has been submitted.
- 1.5.3. Fair and Reasonableness. The Government will review the prices submitted for fairness and reasonableness using Price Analysis.
- 1.5.4. Price analysis will be used to determine the reasonableness of total evaluated price to support the selection of the lowest priced, technically acceptable offeror for all non-price factors. In exceptional cases when the determination of fair and reasonable price requires additional information, the Contracting Officer may conduct analysis to support the determination of whether the proposed price is fair and reasonable. However, no adjectival ratings shall be utilized for evaluating cost or price.
- 1.5.5. All offers with separately priced line items or subline items shall be analyzed to determine if the prices are unbalanced (FAR 15.404-1[g]). Unbalanced pricing exists where the prices of one or more line items are significantly overstated or understated, despite an acceptable total evaluated price. Offers may be rejected if the Contracting Officer determines the lack of balance poses an unacceptable risk to the Government.

CLAUSES INCORPORATED BY REFERENCE

52.214-22	Evaluation Of Bids For Multiple Awards	MAR 1990
52.217-5	Evaluation Of Options	JUL 1990

PAST PERFORMANCE QUESTIONNAIRE

**PAST PERFORMANCE QUESTIONNAIRE (PPQ) ATTACHED TO SOLICITATION
SEE ATTACHMENT # 3**

Section 00 45 00 - Representations and Certifications

CLAUSES INCORPORATED BY REFERENCE

52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.209-13	Violation of Arms Control Treaties or Agreements -- Certification	NOV 2021
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-38	Compliance With Veterans' Employment Reporting Requirements	FEB 2016
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan--Certification	AUG 2009
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	JUN 2020
52.236-28	Preparation of Proposals--Construction	OCT 1997
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7007	Alternate A, Annual Representations and Certifications	MAY 2021
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2022)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237990.

(2) The small business size standard is \$45,000.00.00.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition--

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

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

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may

choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

() Paragraph (d) applies.

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

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

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

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

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

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

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

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services--Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

- (xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.
- (xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).
- (xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.
- (xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)
- (xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225-3.
- (A) If the acquisition value is less than \$50,000, the basic provision applies.
- (B) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.
- (C) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

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

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

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

FAR Clause	Title	Date	Change

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) Representations. The Offeror represents that--

(1) It [___] will, [___] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It [___] does, [___] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2021)

Substitute the following paragraphs (b), (d) and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

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

(2) If the provision at FAR 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (e) applies.

(ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

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

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(viii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

(i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

(ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

(iii) 252.225-7020, Trade Agreements Certificate.

Use with Alternate I.

(iv) 252.225-7031, Secondary Arab Boycott of Israel.

(v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

Use with Alternate I.

Use with Alternate II.

Use with Alternate III.

Use with Alternate IV.

Use with Alternate V.

(vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

(vii) 252.232-7015, Performance-Based Payments--Representation.

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/>. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard

applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date ____]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS provision No.	Title	Date	Change

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

Section 00 72 00 - General Conditions

SOW

Scope of Work

Missouri River, Bank Stabilization and Navigation Project (BSNP) MATOC

1. Contract Definition

This contract is for a \$49M Missouri River, Bank Stabilization and Navigation Project (BSNP) and Chute Repairs for construction work in/on/around/adjacent to the Missouri River Valley from Rulo, NE (River Mile 498.2) to Lower Ponca Bend (River Mile 750.0).

2. Scope of Work

The scope of this work is for work along the Missouri River, Bank Stabilization and Navigation Project (BSNP) and Chute Repairs for construction work in/on/around/adjacent to the Missouri River Valley from Rulo, NE (River Mile 498.2) to Lower Ponca Bend (River Mile 750.0). The work would include maintenance of riverbanks, navigation channels and repair of levees excavation and the placement of stone and the construction of needed chute features. A wide range of construction services including river work, dredging, habitat creation, stabilization, rock placement, earth moving activities and incidental related work. Building a variety of structures including, but not necessarily limited to, revetments, roots, reverse sills, chevrons, dikes, L-heads, and kickers. New structures would be less common as the focus is repairing and maintaining the functionality of the original structures. The preponderance of the work can be executed with river access only, but some must be completed ashore with land access.

3. Eligibility

The competition of this contract is restricted to all Small Business (SB) concerns. The primary North American Industry Classification System (NAICS) code is 237990 (Other Heavy and Civil Engineering Construction) with a size standard of \$45M.

Competitive RFP will be issued to all members of the pool and a firm fixed price Task Order will be awarded to the contractor that meets the selection process outlined in the RFP for Task Order. Prior to task order award, the Government will provide all members of the selected MATOC pool a fair opportunity to be considered for each order exceeding \$2,500 (FAR 16.505(b)(1)(i)) unless an exception to fair opportunity under FAR 16.505(b)(2) applies.

4. Total Amount of Contract

The total capacity of this contract is \$49M and there is no limit on the number of Task Orders that can be issued as long as there is available capacity, and no single Task Order

can exceed \$19M. The total amount of capacity among all contractors awarded contracts under this contract shall not exceed \$49M.

5. Guaranteed Contract Amount

Each contract awarded under this solicitation shall have a guaranteed minimum amount of \$2,500.00. The guaranteed minimum will be met with the obligation of a Task Order meeting or exceeding the guaranteed amount or will be funded on the basic contract.

6. Performance Period

This MATOC will have a basic performance period of Five (5) years.

7. Pricing

The Government reserves the right to request certified cost or pricing data; or information other than certified cost or pricing data from the contractor at the task order level to assess the reasonableness of the proposed task order pricing.

When requests for proposal (RFPs) for task order requirements are issued, offerors must provide sufficient detail with regard to labor categories and hours, material, and travel to allow an evaluation of the proposed cost. Travel costs shall not exceed the amounts allowed under the Joint Travel Regulation. Profit/fee is not allowable on travel costs.

8. Procurement Contracting Office

The U.S. Army Corps of Engineers, Northwest Division, Omaha District (CENWO) is the Procurement Contracting Office and no other agency can make changes to the Base Contract. Only a warranted Contracting Officer (either PCO or ACO) acting within their delegated limits has the authority to issue modifications or otherwise change the terms and conditions of this contract. If an individual other than the Contracting Officer attempts to make changes to the terms and conditions of this contract you shall not proceed with the change and shall immediately notify the Contracting Officer.

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014

52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-16	Preventing Personal Conflicts of Interest	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-12	Unique Entity Identifier Maintenance	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	NOV 2021
52.211-13	Time Extensions	SEP 2000
52.211-18	Variation in Estimated Quantity	APR 1984
52.215-2	Audit and Records--Negotiation	JUN 2020
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	JUN 2020
52.215-12	Subcontractor Certified Cost or Pricing Data	JUN 2020
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	JUN 2020
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	NOV 2021
52.215-23	Limitations on Pass-Through Charges	JUN 2020
52.216-1	Type Of Contract	APR 1984
52.216-18	Ordering	AUG 2020
52.216-19	Order Limitations	OCT 1995
52.216-22	Indefinite Quantity	OCT 1995
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2020
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
52.222-5	Construction Wage Rate Requirements--Secondary Site of the Work	MAY 2014

52.222-6	Construction Wage Rate Requirements	AUG 2018
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	JUL 2021
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-16	Approval of Wage Rates	MAY 2014
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment	JUN 2020
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-54	Employment Eligibility Verification	MAY 2022
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.223-6	Drug-Free Workplace	MAY 2001
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	AUG 2018
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.225-9	Buy American--Construction Materials	OCT 2022
52.225-11	Buy American--Construction Materials Under Trade Agreements	DEC 2022
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.225-21	Required Use of American Iron, Steel, and Manufactured Goods--Buy American Statute--Construction Materials	JAN 2021
52.225-22	Notice of Required Use of American Iron, Steel, and Manufactured Goods--Buy American Statute--Construction Materials	JAN 2021
52.225-23	Required Use of American Iron, Steel, and Manufactured Goods--Buy American Statute--Construction Materials Under Trade Agreements	DEC 2022
52.225-24	Notice of Required Use of American Iron, Steel, and Manufactured Goods--Buy American Statute--Construction Materials under Trade Agreements	JAN 2021
52.228-2	Additional Bond Security	OCT 1997
52.228-11	Individual Surety--Pledge of Assets	FEB 2021
52.228-12	Prospective Subcontractor Requests for Bonds	DEC 2022
52.228-15 (Dev)	Performance and Payment Bonds-Construction. (Deviation 2020-O0016)	JUN 2020
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-16	Progress Payments	NOV 2021
52.232-17	Interest	MAY 2014

52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-4	Physical Data	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-16	Quantity Surveys	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.244-2	Subcontracts	JUN 2020
52.244-5	Competition In Subcontracting	DEC 1996
52.246-12	Inspection of Construction	AUG 1996
52.246-13	Inspection--Dismantling, Demolition, or Removal of Improvements	AUG 1996
52.246-26	Reporting Nonconforming Items.	NOV 2021
52.248-3	Value Engineering-Construction	OCT 2020
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-10	Default (Fixed-Price Construction)	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	JAN 2023
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	JAN 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	JAN 2023
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019

252.225-7044	Balance of Payments Program--Construction Material--Basic	JAN 2023
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7033	Rights in Shop Drawings	APR 1966
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7002	Obstruction of Navigable Waterways	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Products or Commercial Services	JAN 2023

CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within **10** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **performance period specified in Individual Task Order**. * The time stated for completion shall include final cleanup of the premises.

*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of ***LD to be Specified in Individual Task Orders*** for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple

destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **30 June 2028**.

(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within _____. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (OCT 2022)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees if the acquisition--

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it [] is, [] is not a small business concern under NAICS Code assigned to contract number .

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]

(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [] is, [] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause.)

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

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

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

Goals for minority participation for each trade	Goals for female participation for each trade
<u>5.3%</u>	<u>6.9%</u>

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

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

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is

The covered area is Omaha, NE, EA-143, of which Harrison County, IA, Washington County, NE, and Cass County, NE are a part.

(End of provision)

52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000)

- (a) The Contractor shall submit one of the following payment protections:
 - (b) The amount of the payment protection shall be 100 percent of the contract price.
 - (c) The submission of the payment protection is required within **10** days of contract award.
 - (d) The payment protection shall provide protection for the full contract performance period plus a one-year period.
 - (e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.
 - (f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 51 percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall--

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

(c) In general--

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

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

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	Drawing No.
-------	------	-------------

(End of clause)

252.236-7004 PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DEC 1991)

(a) The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at the contract lump sum price for this item.

(1) 60 percent of the lump sum price upon completion of the contractor's mobilization at the work site.

(2) The remaining 40 percent upon completion of demobilization.

(b) The Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid if the Contracting Officer believes that the percentages in paragraphs (a) (1) and (2) of this clause do not bear a reasonable relation to the cost of the work in this contract.

(1) Failure to justify such price to the satisfaction of the Contracting Officer will result in payment, as determined by the Contracting Officer, of --

(i) Actual mobilization costs at completion of mobilization;

(ii) Actual demobilization costs at completion of demobilization; and

(iii) The remainder of this item in the final payment under this contract.

(2) The Contracting Officer's determination of the actual costs in paragraph (b)(1) of this clause is not subject to appeal.

Antiterrorism (AT)/Operations Security (OPSEC) Provisions

1. General security requirements and guidance: The security requirements described below apply to all contract personnel (including employees of the prime Contractor ("Contractor") and all subcontractor employees) supporting the performance requirements of this contract. The Contractor is responsible for compliance with these security requirements. Questions regarding security matters shall be addressed to the designated Government representative (e.g., Contracting Officer Representative (COR), Requiring Activity (RA) representative, or Contracting Officer (if a COR or other RA representative is not appointed)). Contract personnel are critical to the overall security and safety of US Army Corps of Engineers (USACE) installations, facilities and activities, and security awareness training contributes to those efforts. The Department of Defense (DoD) and Army security training requirements specified below, if applicable, are performance requirements; all applicable contract personnel shall complete initial training within 30 days of contract award or the date new contract personnel begin performance on the contract. Within five business days from the completion of training, the Contractor shall provide written documentation (e.g., email or memorandum) to the Government representative. The documentation shall include the names of contract personnel trained and which training they completed; the Contractor shall maintain training records as part of their contract files and be prepared to provide copies of training certificates to the Government representative. Contractor personnel and vehicles are subject to search when entering federal installations. Additionally, all contract personnel shall comply with Force Protection Condition (FPCON) measures, Random Antiterrorism Measures (commonly

referred to as “RAMs”), and Health Protection Condition (HPCON) measures. The Contractor is responsible for meeting performance requirements during elevated FPCON and/or HPCON levels in accordance with applicable RA plans and procedures—this includes identifying mission essential and non-mission essential personnel. In addition to the changes otherwise authorized by the changes clause of this contract, should the FPCON or HPCON levels at any individual facility or installation change, the Government may implement security changes that affect contract personnel. The Contractor shall ensure all contract personnel are aware of their security responsibilities, including any site-specific requirements identified in local policies or procedures.

14. Pre-screen candidates using E-Verify Program: Contractors shall comply with the requirements set forth in FAR clause 52.222-54 Employment Eligibility Verification and FAR Subpart 22.18 in using the E-Verify Program at (<https://www.e-verify.gov/>) (website subject to change) to meet the contract employment eligibility requirements. Contractors are encouraged to cooperate with Federal and State agencies responsible for enforcing labor requirements to include eligibility for employment under United States immigration laws in accordance with FAR 22.102-1(i). An initial list of verified/eligible candidates shall be provided to the COR no later than three business days after the initial contract award. When contracts are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility Verification, and submit it to the Contracting Officer to become part of the official contract file.

WAGE DETERMINATION

WAGE DETERMINATION 1 of 2

"General Decision Number: IA20230002 03/10/2023

Superseded General Decision Number: IA20220002

State: Iowa

Construction Type: Heavy River Work

Counties: Iowa Statewide.

HEAVY CONSTRUCTION PROJECTS LIMITED TO WORK ON OR PERTAINING TO, OR WITHIN THE FLOOD PLAIN OF THE MISSISSIPPI AND MISSOURI RIVERS INCLUDING ALL HEAVY WORK ON TRIBUTARIES AND LAKE ODESSA WITHIN THE FLOOD PLAIN OF THE RIVERS. HEAVY WORK INCLUDES CANALS, CHANNELS, COFFERDAMS, DAMS, DIKES, DOCKS, DREDGING WORK, FLOOD CONTROL PROJECTS, JETTIES, LAND RECLAMATION, LEVEE WORK, LOCKS, LOCK AND DAMS, PUMPING STATIONS, RAILROAD BRIDGES, RAILROAD CONSTRUCTION, SHORELINE MAINTENANCE, AND WATER WAY CONSTRUCTION.

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).

If the contract is entered	. Executive Order 14026	
into on or after January 30,	generally applies to the	
2022, or the contract is	contract.	
renewed or extended (e.g., an	. The contractor must pay	
option is exercised) on or	all covered workers at	
after January 30, 2022:	least \$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.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 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.

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
1	01/20/2023
2	03/10/2023

CARP0004-007 05/01/2022

	Rates	Fringes
CARPENTER.....	\$ 31.75	26.62

ENGI0150-008 06/01/2022

CEDAR, CLINTON, DES MOINES, LEE, LOUISA, MUSCATINE AND SCOTT COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 38.50	36.90
GROUP 2.....	\$ 37.50	36.90
GROUP 3.....	\$ 34.85	36.90
GROUP 4.....	\$ 33.80	36.90

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane (Friction or Hydraulic, regardless of size or attachments); Tow or Push Boat

GROUP 2: Asphalt Heater-Planer Unit; Asphalt Paver; Asphalt Paver Screed; Asphalt Plant; Automatic Curbing Machine; Backfiller (throw bucket); Blastholer Self-Propelled Rotary Drill or Similar Machines; Boom Tractor or Side Boom; Boring Machine (Directional, Vertical or Horizontal); Building Hoist (1,2 or 3 drums); Caisson Auguring Machines; Central Redi-Mix Plant; Chip Spreader; Cleaning & Priming Machine; Combination Backhoe Front End Loader; Combination Concrete Finishing Machine and Float; Concrete Breaker or Hydro-Hammer; Concrete Conveyor or Pump; Concrete Paver; Concrete Spreader; Concrete Wheel Saw (Large self-propelled); Crusher (Stone, Concrete, Asphalt, etc.);

Curing-Tinning Machine; Dipper Dredge Crane man; Dipper Dredge Operator; Dual Purpose Truck (Boom, Winch, etc.); Excavator; Farm-Type Tractor Operating Scoop or Scraper or with Power Attachment; Forklift (6000 lb. capacity); Grader, Motor Grader, Motor Patrol, Auto Grader, Form Grader, Pull Grader, Sub Grader, Elevating Grader; Group Equipment Greaser; Guard Rail Post Driver; Hoists; Hydraulic Dredge Leverman or Engineer; Hydro-Vac Truck Mounted or Pull Type, and Similar Equipment; Laser Screed; Loader (Track, Rubber Tire or Articulated); Locomotive Engineer; Mechanic-Welder; Mechanical Loaded Log Chippers or Similar Machines; Milling Machine; Mucking Machine; Pile Driver; Pipe Bending; Pug Mill; Road Widener-Shoulder Spreader; Scraper (self-propelled); Self-Propelled Roller or Tire Roller (on Asphalt or Blacktop), Sheep Foot or Pad Foot Compactor; Shovel; Slip Form Paver; Steel Track-Type Tractor (Dozer, Push Cat, etc.); Transfer or Shuttle Buggy; Trenching Machine (40 H.P. & over); Work Boat.

GROUP 3: Articulated Off-Road Haul Unit; Asphalt Booster; Boiler (Engineer or Fireman); Conveyor Over 20 H.P.; Distributor; Driver on Truck Crane or Similar Machines; Elevator; Farm-Type Tractor (Without Power Attachment); Fireman & Pump Operator at Asphalt Plant; Forklift (Less than 6000 lb. capacity); Grout Pump; Light Plant; Mechanical Broom; Mud Jack; Self-Propelled Roller (Other than listed in Group 2); Straddle Carrier; Trench Machine (Under 40 H.P.).

GROUP 4: Air Compressor (400 C.F.M. or over); Compact Loader (Rubber Tire, Track & Utility); Engine Driven Welding Machine; Mechanical Heater (other than steam boiler); Small Outboard Motor Boat (Safety Boat & Life Boat); Water Pump (More than one well point pump).

 * ENGI0234-002 12/01/2022

REMAINING COUNTIES

	Rates	Fringes
Power equipment operators:		
MISSISSIPPI RIVER		
GROUP A.....	\$ 41.27	16.49
GROUP B.....	\$ 40.58	16.49
GROUP C.....	\$ 38.25	16.49
MISSOURI RIVER		
GROUP A.....	\$ 40.79	16.49
GROUP B.....	\$ 40.12	16.49
GROUP C.....	\$ 37.86	16.49

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP A: Power shovel, crane, backhoe (1.5 yd and over), dragline, hoisting engineer (steel erection), motor patrol (finish), piledriver, master mechanic, sideboom tractor, horizontal boring machine, finish dozer, central mix plant, paver or self propelled spreader, tow, safety, or push boat, CMI paver, subgrader or equivalent, asphalt plant, pushcat, mechanics - welders, churn or rotary drill, trenching machine (Cleveland 80 or similar capacity), asphalt laydown, asphalt screed, asphalt heater planer, concrete pump, self-propelled curb machine (with seat), loader operator (2 cu yd and over), scraper, dozer (rough), group greaser, asphalt roller, backhoes of any size when digging building footings.

GROUP B: Motor patrol (rough), concrete curb breaking machine, loader (under 2 yd), backhoe under 1/2 yd,

concrete widening machine, paver breaker, Barber Green, Haiss loader or similar machines, crawler tractor (pulling disc, sheepsfoot, ripper, or flat roller), self-propelled sheepsfoot roller, self-propelled roller, distributor, screening and washing plant, self-propelled vibrating compactor, trenching machine, steel placing machine, conveyor, finishing machine (on concrete), flex plane, bullfloat, form grader, self-propelled elevator grader, water wagon on compaction

GROUP C: Boiler, mechanical boom, oiler, welding machine, Pump (other than dredge), boom and winch trucks, compressor, tank car heater (combination boiler and booster), pumps on well points and deep wells for dewatering, truck crane combination driver-oiler, concrete curbing machine, batch plant (dry), spreader attachments, utility tractor with attachments, light plant mechanical heater, pumps over 3", farm type tractor (pulling disc, harrow or roller).

IRON0111-005 07/01/2022

(EXCLUDING DES MOINES, LEE, DUBUQUE, CLAYTON, ALLAMAKEE, HARRISON, POTTAWATTAMIE, MILLS, FREMONT, JACKSON, CLINTON, LOUISA, MUSCATINE, WOODBURY AND MONONA COUNTIES)

	Rates	Fringes
Ironworker.....	\$ 35.00	29.31

LABO0309-005 01/01/2022

SCOTT COUNTY

	Rates	Fringes
LABORERS		
GROUP 1.....	\$ 31.31	23.71
GROUP 2.....	\$ 31.81	23.71
GROUP 3.....	\$ 32.44	23.71

LABORER CLASSIFICATIONS

GROUP 1 - Flagman; Dumpman; Spotter; Broom Man; Landscaper; Planting & Removal of Trees; Fencing Laborers; Cleaning of Forms or Lumber (in Bone Yard); Laying of Sod; Moving and/or Maintenance of Flares & Barricades; Operation of all Hand, Electric, Air, Hydraulic or Mechanically Powered Tools under the the Laborers' including Jackhammer, Tamper, Air Spade, Auger, Concrete Saw, Chain Saw, Utility Saw, Rock Drill, Vibrator; Mortar Mixer; Power & Hand Saw (When Clearing Timber); General Laborer; Material Handler; Form Handler; Concrete Dumper; Puddler; Explosives Handler; Center Strip Handler & Installer; Prime Mover or any Mechanical Device Taking the Place of Concrete Buggy or Wheelbarrow; Sandpoint Setter; Asphalt Kettleman; Sheeting Hammer Driver; Laying & Jointing of Telephone Conduit; Gas Distribution Man; Pipe Setter On Lateral, Drain Tile, Culvert Pipe & Storm Sewer; Catch Basin Lead; Catch Basin; Manholes; Batch Dumper; Tank Cleaner; Cofferdam Worker; Bankman on Floating Plant; Jointman With Pipelayer; Back-up Man (Corker, Joint Maker) With Pipe Setter On Sewer & Water Main; Batterboard Man or Laser Operator on Sewer & Water Main; Laborer in Ditch or Tunnel, on Sewer or Water Main & Telephone Conduit, Cutters; Burners; Torchman; Gravel Box Man; Asphalt Plant; Concrete Plant; Deck Hand; Unloading of Steel & Rebar; & Wrecking Laborers

GROUP 2 - Asphalt Raker or Luteman; Pipe Setter on Sewer or Water Main; Gunnite Nozzle Man; Asphalt or Concrete Curb Machine Operator; Concrete Burning Machine Operator; & Coring Machine Operator; Hazardous Waste Worker; Asbestos Abatement Worker

GROUP 3 - Concrete Specialist (All work relating to but not limited to pouring, striking of & finishing all concrete surfaces)

 PLAS0544-001 01/01/2019

SCOTT COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 27.90	23.16

 TEAM0371-001 05/01/2019

SCOTT COUNTY

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 38.17	13.25+a
GROUP 2.....	\$ 38.71	13.25+a
GROUP 3.....	\$ 39.01	13.25+a
GROUP 4.....	\$ 30.34	13.25+a
GROUP 5.....	\$ 40.39	13.25+a

Footnote:

a. PENSION: \$52.80 per day

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Drivers on 2 axle trucks hauling less than 9 tons , air compressor and welding machines and brooms, including those pulled by separate units, warehousemen, greasers and tiremen, pick- up-trucks when hauling material, tools or men to and from and on the job site, and forklifts up to 6,000 lb capacity

GROUP 2: 2 or 3 axle trucks hauling more than 9 tons but hauling less than 16 tons. A-frame winch trucks, or similar equipment when used for transportation purposes. Forklifts over 6,000 lb capacity, winch trucks, four axle combination units, hydrolift Trucks, vactor trucks or simiolar equipment when used for transportation purposes..

GROUP 3: 2, 3, and 4 axles hauling 16 tons or more, water pulls, 5 axles or more combination units, water pulls, articulated dump trucks

GROUP 4: Oil distributors, lowboys

GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

 SUIA2002-002 12/01/2014

	Rates	Fringes
CARPENTER		
Mississippi River (Iowa Side).....	\$ 28.55	16.29
Mississippi River (Work that pertains to both		

banks, or extends across the Mississippi River. If a higher rate of pay prevails in the adjoining states, then those rates shall apply).....\$ 34.60	21.38
Missouri River.....\$ 31.25	12.43
CEMENT MASON/CONCRETE FINISHER...\$ 33.35	10.05
Ironworkers: (setting of all structural steel and reinforcing steel installation:)	
Des Moines and Lee Counties.....\$ 29.42	16.68
Dubuque, Clayton & Allamakee Counties.....\$ 26.67	16.68
Harrison, Pottawattamie, Mills & Fremont Counties....\$ 24.89	16.68
Jackson, Clinton, Louisa & Muscatine Counties.....\$ 36.20	16.68
Woodbury & Monona Counties..\$ 19.46	16.68
Laborers:	
Class A	
Mississippi River.....\$ 30.92	8.60
Missouri River.....\$ 28.92	8.60
Class AA	
Mississippi River.....\$ 31.95	8.60
Missouri River.....\$ 29.95	8.60
Class B	
Mississippi River.....\$ 29.22	8.60
Missouri River.....\$ 28.22	8.60
Class C	
Mississippi River.....\$ 26.05	8.60
Missouri River.....\$ 24.05	8.60
TRUCK DRIVER	
Mississippi River.....\$ 24.88	10.50
Missouri River.....\$ 24.88	10.50

LABORERS CLASSIFICATIONS

GROUP A: Sandblaster, gunite nozzleman, diamond and core drills powered by air, sewer utility man and laser operator, all work performed by laborers working from a bos'n chair, swinging stage, tagline or block and tackle, drill operators of air tracks, wagon drills and similar drills, steel highway formsetter, stingman, powerman blaster, asphalt luteman and rakers, asphalt distributor operators, concrete saw operators, and skilled concrete laborers, deckhands.

GROUP AA: Pipelayer, concrete specialist; tunnelman

GROUP B: Tree climber, form setter, potmen (not mechanical), depth grade checker, and cutting torches on demolition work, trencher operator (walk behind), safety boat operators, power buggyman, concrete and paving sawmen, form line and expansion joint assembler, bottomman, caulker-jointer and painter (striper), timber and chair-sawman, mechanical stresser or stretchman on post-tension or pre-stressed concrete on or off job, form tamper, air-gas and electric tool operators-vibrators-Barcohammer-Pavec-tampers-electric drills-hammers and jackhammers, tree groundman, chair tenders-tool room men and checkers, concrete processing material and monitors, stringman on paving work, broom operator (not self propelled), fence erectors, handling and placing of metal

mesh, dowel bars, reinforcing baars and chairs, dumpmen and spotters, carrying reinforcing rods, corrugated culvert pipe, stake chaser, seeding or mulching and planting of trees shrubs and flowers, water pumps (under 3"), compressors (under 400 CFM), general laborer, rodman, hot asphalt labor, carpenter tender, concrete finisher tender.

GROUP C: Waterboy, flagman, flagger/traffic control, watchman.

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)).

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.

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"

WAGE DETERMINATION 2 of 2

"General Decision Number: NE20230054 01/06/2023

Superseded General Decision Number: NE20220054

State: Nebraska

Construction Type: Heavy

Counties: Cass, Douglas and Washington Counties in Nebraska.

HEAVY CONSTRUCTION PROJECTS

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

If the contract is entered	. Executive Order 14026	
into on or after January 30,	generally applies to the	
2022, or the contract is	contract.	
renewed or extended (e.g., an	. The contractor must pay	
option is exercised) on or	all covered workers at	
after January 30, 2022:	least \$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.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 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.

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

ELEC0022-019 06/01/2022

Cass and Douglas

	Rates	Fringes
ELECTRICIAN.....	\$ 41.60	17.98

 ELEC0265-008 09/01/2022

Washington County only

	Rates	Fringes
Electricians:		
Zone 1.....	\$ 31.00	15.75
Zone 2.....	\$ 31.30	15.77
Zone 3.....	\$ 31.60	15.80
Zone 4.....	\$ 32.00	15.84

ZONE DEFINITIONS [Mileage from main Post Office in Lincoln]
 Zone 1: 0 to 35 miles
 Zone 2: 36 to 50 miles
 Zone 3: 51 to 75 miles
 Zone 4: 76 miles and over

FOOTNOTE:
 Work on scaffolds, hanging scaffolds, boatswains chairs or ladders, etc., in any area where the worker is in a position to fall 40 ft. or more, or where objects above the worker can fall 40 ft. or more: to be paid one and one-half times the straight- time rate of pay.

 SUNE2011-021 08/31/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 18.72	4.72

FORM WORKER.....	\$ 16.88	4.85
LABORER: Common or General.....	\$ 17.31	4.03
LABORER: Pipelayer.....	\$ 17.14	3.50
OPERATOR: Backhoe/Excavator.....	\$ 22.92	5.98
OPERATOR: Loader.....	\$ 18.19	3.72
TRUCK DRIVER, Includes Dump and Tandem Truck.....	\$ 13.60 **	2.59
TRUCK DRIVER: Lowboy Truck.....	\$ 21.49	7.40

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

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

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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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.

WAGE DETERMINATION APPEALS PROCESS

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

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in 2.) and 3.) should be followed.

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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"

Section 00 73 00 - Supplementary Conditions

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-JUL-2023 TO 30-JUN-2028	N/A	US ARMY CORPS OF ENGINEERS- MISSOURI RIVE MATTHEW S. KRAJEWSKI 9901 PERSHING DRIVE OMAHA NE 68112-1547 402-996-3745 FOB: Destination	966509