

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 24
2. AMENDMENT/MODIFICATION NO. 0004	3. EFFECTIVE DATE 19-Apr-2023	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY U.S. ARMY CORPS OF ENGINEERS, OMAHA DIST CONTRACTING OFFICE 1616 CAPITOL AVENUE OMAHA NE 68102-4901	CODE W9128F	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. W9128F23R0018	
		X	9B. DATED (SEE ITEM 11) 30-Nov-2022	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended.				
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this amendment is to revise specs 01 82 00 Para. 1.4.3.2 (added 3 paragraphs on RF shielding) and 1.4.3.3 (corrected typos) 01 86 26 Para. 1.2.10 and 1.15 and 01 86 29 Para 1.5.2. Issuing Civil CADD files, these files are for Informational ONLY. Issuing Revit Files for Information ONLY. Revised Appendix H & I.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		TEL:	EMAIL:	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)		19-Apr-2023

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

AM 0004 - 19 APR 23

19 APR 2023

Solicitation No. W9128F23R0018

Date of Issue: 30 NOV 2023

Date of Receiving Proposals: 11 MAY 2023

SUBJECT: Amendment No. 0004 to Request for Proposal Solicitation Package
for Design and Construction of
DRP Formal Training Unit Bldg. 631

TO: Prospective Offerors and Others Concerned

1. The specifications and drawings for subject project are hereby modified as follows (revise all specification indices, attachment lists, and drawing indices accordingly). This amendment also issues the CADD and Revit files For Information Only.

a. Specifications (New and/or Revised and Reissued). Delete and substitute or add specification pages or sections as noted below. The substituted pages or sections are revised and reissued with this amendment. For convenience and when possible, on the revised specification pages, changes have been identified by "[*Am-4]" (underlining of added text and/or strikeout of deleted text).

<u>Pages or Sections Deleted</u>	<u>Pages or Sections Substituted or Added</u>
01 81 00	01 81 00*
01 82 00	01 82 00*
01 86 13	01 86 13*
01 86 26	01 86 26*
01 86 29	01 86 29*
APPENDIX H	APPENDIX H*
APPENDIX I	APPENDIX I*

2. This amendment is a part of the proposing papers and its receipt shall be acknowledged. All other conditions and requirements of the request for proposal remain unchanged.

3. Electronic Proposal/Email. See section 00 22 00 for how to submit electronic proposals.

4. Electric Offers will be received until 2:00 p.m., local time at place of receiving proposals, 11 MAY 2023, as stated in the Request For Proposal.

Attachments:

Spec Pages listed in 1.a. above

13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							

******Please encrypt before sending and send two separate emails: Worksheet and then password. ******

(End of provision)

SECTION 00 22 16 - SUPPLEMENTARY INSTRUCTIONS TO PROPOSERS

The following have been modified:

SECTION 00 22 16

INSTRUCTIONS PHASE 2
00 22 16
Instructions to Offerors Phase 2
Volume II & III

***NOTE: DO NOT SUBMIT PHASE 2: VOLUME II UNTIL AFTER THE AMENDMENT IS ISSUED ONLY TO THOSE OFFERORS SELECTED FOR PHASE 2.**

7. VOLUME II – FACTOR 3 –TECHNICAL APPROACH AND SUMMARY SCHEDULE

7.1. Submission Requirements (The page limit for this factor is fifteen (15) pages total, summary schedule not included in the fifteen (15) page total).

7.2. Provide information that describes the offeror's intended technical approach to executing the design and construction of this project. The narrative for the technical approach of this factor must be no longer than ten (10) pages, including any explanatory diagrams. If more than ten (10) pages are submitted, only the first ten pages will be evaluated. At a minimum, the narrative **MUST** address the Technical Approach for Design and Construction as described below.

7.3. Technical Approach for Design and Construction: Describe the technical approach to design and construction of the DRP Formal Training Unit Bldg. 631. Include considerations for phasing of the facilities. Explain the rationale for the order of construction. Include any considerations of innovative design concepts and construction processes and products.

7.4. Describe your technical approach for designing and constructing/renovating the secured spaces within the DRP Formal Training Unit Bldg. 631.

7.5. Proposed contract duration: the offeror must propose the contract duration in the appropriate contract line-item number in the CLIN schedule.

7.6. Summary schedule: Submit a summary level schedule for integrated design and construction. Schedules or diagrams, in a size that is easily read, but not exceeding 11" x 17". This summary schedule will, after contract award, be replaced with a project schedule as required by section 01 32 01.00 10: Project Schedule. The schedules must be task oriented, indicating the number of calendar days, after notice to proceed, by which milestones are to be achieved. Provide a schedule to complete all work based on an arbitrary estimated, non-binding notice to proceed date of 10 July 2023. Offeror may use a critical path or other method of (h)is/er choice; however, schedules must be graphically represented. The proposed project schedule must reflect the proposed contract duration. Give attention to the following features:

7.6.1. Provide a narrative respective to the summary schedule, describing the design packaging plan for separate design packages, if applicable. If long lead item equipment must be ordered prior to completion of a design phase, describe the requirement in the narrative and show the required ordering date in the schedule.

7.6.2. The Offeror shall propose a total integrated contract duration in number of calendar days after the Notice to Proceed (NTP) is received by the Contractor. The total number of proposed calendar days for construction through completion, ready for turnover shall not exceed the benchmark duration of 1309 calendar days. The proposed duration shall be negotiated on the required contract duration. The Government may issue the NTP via e-mail or Facsimile (FAX) or by other means. Day number 1 is the day after the date of receipt of the NTP. See Section 00 72 00, 52.211-10.

COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK.

7.6.3. Limit this narrative to five (5) pages. The summary schedule is not included in the page limitation.

7.6.4. Schedule must include:

(a) Show design schedule to include each milestone of submittal, review, review conference, corrected and issue for construction set.

(b) Show the overall construction phase for the facilities, the site work and the utilities. Include any long lead items and any fast-tracking starts. It isn't necessary to show the detailed breakdown construction (e.g., by trades) of each facility, site work and utilities.

(c) Show schedule line items for environmental permits and notifications and utility connection permits.

(d) Show turnover of facility. The duration to complete the facility and turnover to include Red Zone, Government walk-through and final turnover. the government must consider the requirement for the Contractor Quality Control (CQC) completion inspection and the subsequent joint Contractor-Government turnover inspection.

(e) Show as-built submissions (See section 01 78 39.00 24 AS-BUILT DRAWINGS).

(f) Constraints: Offeror must demonstrate the capability and flexibility to plan and schedule the complete project to meet the proposed contract completion period. Clearly identify any constraints on the schedules presented (e.g., labor or material availability, permits, weather). Indicate the anticipated overall critical path on the schedule.

7.7 Evaluation Criteria

Strengths may be given for each the following criteria:

- Proposals that demonstrate a detailed and coherent plan and provides logical methodology to execute the entire scope of work for both design and construction.
- Proposals that offer methods to streamline construction and manage labor and other resource constraints in an effort to reduce costs and support a schedule to completion.
- Proposals with schedules that demonstrate an understanding of processes inherent to USACE.
- Proposals that demonstrate a clear and executable understanding of the order of work, construction phasing, and access management procedures defined in the RFP drawings and specifications in context of the offeror's plan to perform the work communicated by their technical approach for construction.
- Proposals that illustrate an understanding of construction practices inherent to northern climates.
- Self-performance of major construction tasks by the Prime Contractor.
- Any other aspect of a proposal that the evaluators and/or the SSA believe enhances the merit of the proposal or increases the probability of successful performance of the contract.

Weaknesses may be given for each of the following criteria:

- A technical approach to either design or construction that does not demonstrate a clear understanding of the solicitation requirements associated with the specification.
- A proposed schedule whose duration is greater than that stated in the subject solicitation (without discussion for exceeding duration).
- A proposed schedule that unreasonably condenses contract duration well below the period of performance (without discussion) which as determined by the government may increase cost or create a risk of contract/performance failure.
- A proposed schedule which does not address the five (5) features as described under Para 7.6.4 Summary Schedule (a) through (e).
- Any other aspect of a proposal that the Government identifies as a flaw that increases the risk of unsuccessful contract performance.

Deficiencies shall be given for each of the following criteria:

- A technical approach that does not demonstrate the Prime Offeror as the lead entity for this project.
- Omission of either of the two (2) items in this element as stated above, Technical Approach, and Summary Schedule. Any other material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.
- Any other material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level

8.VOLUME II – FACTOR 4 – ORGANIZATIONAL APPROACH

8.1. Submission Requirements (The page limit for this factor is six (6) pages total)

8.2. Provide information that describes the offeror's Project Management approach to executing the design-build contract per the detailed requirements herein. Clearly and concisely describe the organizational and technical approaches to project management and execution, and contract duration. The Government will not evaluate any information more than the page limit.

8.3. Organization. List the design and construction entities and describe their resources and how the offeror will utilize their resources, their roles and responsibilities and any contractual arrangements. Clearly describe any teaming or joint venture arrangements, including a clear description of each entity's roles and responsibilities on the project. Include a simple organizational chart, illustrating the organization, including the proposed quality control group(s). Identify the design firm(s) chosen for the project, if not to be self-performed. The offeror must document unequivocal teaming arrangements with its lead design entity(ies) and key subcontractors. Describe the proposed management structure for the team, how the offeror will manage the design and construction process and the authorities, and the delegations of authority within the team. Include a key personnel organization chart that clearly depicts the key positions and the names of the personnel, their firm affiliations and their job locations and their job/position title within the organization. The key personnel organization chart must be consistent with the corporate organization chart, with the matrix of responsibilities assigned to the D-B team entities, and with the list of key personnel to under Factor 2.

8.4. General Approach for Design and Construction. Describe the general approach to design and construction of this project. This section should demonstrate the roles of the design and construction entities.

8.5. Evaluation Criteria

Strengths may be given for each the following criteria:

- Proposals that demonstrate a detailed and coherent organizational plan and provides logical methodology to execute the entire scope of work. Joint Venture/Subcontractors participants' contribution to the organization should be commensurate with their skills and background.
- Proposals that demonstrate a clear understanding and/or usage of local subcontractors, the subcontractor market, and economy and/or how it will impact this project.
- Self-performance of major construction tasks by the Prime Contractor

- Any other aspect of a proposal that the evaluators and/or the SSA believe enhances merit of the proposal or increases the probability of successful performance of the contract.

Weaknesses may be given for each of the following criteria:

- An organization plan that does not demonstrate a clear understanding of the solicitation requirements associated with the specification.
- Proposals that do not demonstrate a clear understanding and/or usage of local subcontractors, the subcontractor market, and/or economy and how it will impact this project.
- Any other aspect of a proposal that the Government identifies as a flaw that increases the risk of unsuccessful contract performance.

Deficiencies shall be given for each of the following criteria:

- An organizational plan that does not demonstrate the Prime Offeror as the lead entity for this project.
- Omission of Organization Approach items such as table, stated responsibilities or clearly stated in paragraph 8.3.
- Any other material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level

9. VOLUME II – FACTOR 5 – SMALL BUSINESS PARTICIPATION PLAN (REQUIRED FOR ALL OFFERORS)

9.1. Submission Requirements (There is no page limitation for Small Business Participation Plan)

9.2. This factor requires all Offerors, regardless of size status to address their planned small business usage for this project. All Offerors are required to provide a Small Business Participation Plan (SBPP). It should address their corporate approach and methodology for acquiring, soliciting, and using small businesses in the performance of this contract. All documentation for this factor should address the Offeror's commitments to providing subcontracting opportunities, as well as evidence of planned and /or continued outreach efforts to encourage and use small businesses. This plan should include a breakdown of small business subcategories to be used as shown in (d) and (e) below.

9.3. The SBPP should describe the efforts the Offeror will make to ensure small business participation of the following categories: Small Businesses (SBs), Veteran-Owned Small Businesses (VOSBs), Service-Disabled Veteran-Owned Small Businesses (SDVOSBs) HUBZone Small Businesses (HUB), Small Disadvantaged Businesses (SDBs), and Woman-Owned Small Business (WOSBs).

9.4. Offerors should propose the level of participation of small businesses (as a small business prime, joint venture, teaming arrangement, and/or small business subcontractors) in the performance of the acquisition relative to the objectives/goals set forth in the evaluation of this area. The SBPP should identify all categories for participation as part of the Offeror's team. This should include a general description of the type of work, product or service anticipated to be supplied via a small business concern.

9.5. A specific format is not required, however, items stated below (a) through (f) must be provided as a minimum.

9.5.1. Provide a Narrative addressing the corporate approach and methodology for acquiring, soliciting, and using small businesses in the performance of this contract. The Narrative should address the Offeror's commitment to providing subcontracting opportunities, as well as evidence of planned and /or continued outreach efforts to encourage and use small businesses. The Narrative should provide detailed supporting documentation regarding the individual commitment expressed in percentages for evaluators to determine the goals stated are realistic.

9.5.2. Check the applicable size and categories for the PRIME Offeror for this procurement –

Check all applicable boxes:

Large Prime

- or -

Small Business Prime; also categorized as a:

Small Disadvantaged Business (SDB)

Woman-Owned Small Business (WOSB)

Historically Underutilized Zone (HUB Zone) Small Business

Veteran Owned Small Business (VOSB)

Service-Disabled Veteran Owned Small Business (SDVOSB)

9.5.3. Submit the total percentages of work to be performed by both large and small businesses (include the percentage of work to be performed both by Prime, joint venture, teaming arrangement, and subcontractors). Percentages are based on Total Contract Value. For this project, the small business participation goal is 25% of the Total Contract Value performed by the Small Business Community.

Total Percentage planned for Large Business(es) = _____%

Total Percentage planned for Small Business(es) = _____%

(Small Business Prime Contractors – Include yourselves in the above percentage.)

For example: If you are a Small Business Prime Contractor and will be doing 40% of the work and you will be subcontracting another 20% of the Total Contract Value to other small business firms, then your Total Percentage planned for Small Business will equal 60%.

9.5.4. Indicate the total percentage of participation to be performed by each type of subcategory small business. The percentage of work performed by Small Businesses that qualify in multiple small business categories may be counted in each category:

For example: Firm A (WOSB and SDVOSB) performing 2%; and Firm B (SDB, HubZ and WOSB) performing 3%. Results equate to: SB 5%; SDB 3%; HubZone 3%; WOSB 5%; SDVOSB 2%; VOSB 2%;). SDVOSBs are also VOSBs automatically; however, VOSBs are not automatically SDVOSBs.

	Percentage
Small Business	
Small Disadvantaged Business	
HUB Zone Small Business	
Woman Owned Small Business	
Service-Disabled Veteran-Owned SB	

Veteran-Owned Small Business	
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9.5.5. Identify the Prime Offeror and type of service/supply that the Prime Offeror will provide. Then list each of the intended subcontractors and principal supplies/services to be provided by that subcontractor. Provide the Commercial and Government Entity (CAGE) code for the Prime and each intended subcontractor. Also, provide the anticipated NAICS codes(s) that the Prime Offeror believes best describes the product or services being acquired by its subcontracts with each intended subcontractor. Small business Primes and small business subcontractors that qualify as small businesses in multiple small business categories should be listed in each applicable small business category.

	Firm Name	CAGE Code	NAICS code	Type of Service
Prime Offeror				
Large Business				
Small Business				
SDB				
WOSB				
HUBZone				
VOSB				
SDVOSB				

Note: Pursuant to Sections 8(d) of the Small Business Act, a business is considered small for Government procurements if it does not exceed the size standard for the NAICS code that the prime contractor believes best describes the product or services being acquired. In other words, the size of the prime's suppliers is determined by the applicable NAICS code of their joint venture, teaming partner, or subcontract, which may or may not be the same NAICS code as the one for your prime contract with the Government.

9.5.6. Describe the extent of commitment to use small businesses (e.g., what types of commitments, if any, are in place for this specific acquisition either – small business prime, written contract, verbal, enforceable, non-enforceable, joint venturing, mentor-protégé, etc.) Provide documentation regarding commitments to small business for this effort. Copies of such agreements should be provided as part of your small business participation plan and will not count against the page limitation for this volume.

9.5.7. Other than U.S. Small Business offerors should submit the Individual Subcontracting Report (ISR) from eSRS for each project submitted under Factor 1 – Past Performance. An equivalent report can be provided for non-Government/DoD projects submitted, which will show past performance in subcontracting to small businesses.

9.6 The Small Business Participation Commitment Document shall be consistent with the resultant Subcontracting Plan (if submitting a proposal as an Other-Than-Small-Business) and will be evaluated as follows:

Strengths may be given for each the following criteria:

- Offerors that propose a Total Small Business Participation percentage of 25% or higher.
- A proposal that indicates a realistic and thorough approach and understanding of the small business objectives in respect to this project.
- A SBPCD that provides clear detail of the services/supplies that small business firms are to perform
- Copies of agreements regarding commitments with all small business firms who are identified in the SBPCD.
- Any other aspect of a proposal that the evaluators and/or the SSA believe enhances the merit of the proposal or increases the probability of successful performance of the contract.

Weaknesses may be given for each of the following criteria:

- A proposed Total Small Business Participation percentage less than the stated goal of 25%.
- Information submitted for items as stated above that is general or ambiguous language.
- Omission or incompleteness of any requested information that is not otherwise a deficiency
- Any other aspect of a proposal that the Government identifies as a flaw that increases the risk of unsuccessful contract performance.

Deficiencies shall be given for each of the following criteria:

- Omission of any item as stated in paragraphs 9.1 thru 9.5.7.
- Any other material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

* NOTE: DO NOT SUBMIT PHASE 2: VOLUME III UNTIL AFTER THE AMENDMENT IS ISSUED ONLY TO THOSE OFFERORS SELECTED FOR PHASE 2

10. VOLUME III – FACTOR 6 – PRICE AND PRO FORMA INFORMATION

10.1. Submission Requirements (There is no page limitation for Factor 6)

10.2. Price: This volume must consist of all information required to support proposed prices. Certified cost and pricing data are not currently required; however, the Government reserves the right to request such data prior to award. The information submitted in this volume must comply with the submission requirements set forth below. The Offeror must ensure that the information submitted in this volume is consistent with and fully supports the amounts set forth in the price schedule, SF1442 and continuation sheets.

10.3. Your proposed price for this project must be in the form of the Proposal/Price Schedule provided in this solicitation and contained in Section 00 10 00. Offerors may not modify the price schedule wording or format. As this is a firm fixed-price contract, price proposals will not be considered which provide for subsequent increases in price. No qualified price proposal of any

type will be accepted; therefore, all offers containing such qualifications will be considered unacceptable. If the Offeror does not comply with all requirements of the proposal format, the proposal may be considered non-compliant and eliminated from consideration.

10.4. Prices must be entered for all items of the schedule. Total amounts submitted without prices being entered on individual items will be rejected. Additions will be subject to verification by the Government. In case of variation between the Job (lump-sum) prices and the total amount, the lump-sum prices will be considered the price submitted.

10.5. Supplemental Price Breakdown. After Volume III submission and if deemed necessary to analyze cost/price elements of the price proposals further, the Government may request a price breakdown of the Contract Line Items in an Excel format. If this were to occur, the Government will provide details on where and how to send the breakdown. If requested, this information will not be needed sooner than three working days after the proposal submission due date.

10.6. Bond Ability: Submit information showing offeror's bond ability in the amount of the proposal. Include the name, address, and telephone number of the prime contractor's bonding agent. No formal bond is requested at this time.

10.7 Evaluation Criteria:

The contract will be a Firm Fixed Priced (FFP) contract. The Government will evaluate price reasonableness for the fixed priced effort. The base and all options shall be included in the price evaluation.

The RFP requires Firm-Fixed-Price contract line items. A price reasonableness approach will be utilized by the Government to determine that the proposed prices offered are fair and reasonable and that unbalanced pricing between CLINs or Options is not occurring. Price reasonableness will be determined by using proposal price analysis techniques as detailed in FAR 15.

Offerors are cautioned to distribute direct costs, such as material, labor, equipment, subcontracts, etc. and to evenly distribute indirect costs, such as job overhead, home office overhead, bond, etc., to the appropriate contract line items. If deemed necessary, the supplemental price breakdown information will be used to assist the Government in performing the price analysis described above.

Bond Ability: This item is not rated. Bonding information will be reviewed to determine the offeror's ability to obtain the required Performance and Payment Bonds. The successful offeror will be required upon award to be able to obtain the level of bonding required by the solicitation from an acceptable surety.

11. Subpart 5122.13 – Equal Opportunity for Veterans

UAI 5122.1302-100 Scope of subpart. For contracts that require the inclusion of FAR clause 52.222-35, Equal Opportunity for Veterans, the requiring activity shall incorporate the following text in the general requirements section of the specification/performance work statement/statement of work/statement of objectives.

Veterans Employment Emphasis for U.S. Army Corps of Engineers Contracts
In addition to complying with the requirements outlined in FAR Part 22.13, FAR Provision 52.222-38, FAR Clause 52.222-35, FAR Clause 52.222-37, DFARS 222.13 and Department of Labor regulations, U.S. Army Corps of Engineers (USACE) contractors and subcontractors at all tiers are encouraged to promote the training and employment of U.S. veterans while performing under a USACE

contract. While no set-aside, evaluation preference, or incentive applies to the solicitation or performance under the resultant contract, USACE contractors are encouraged to seek out highly qualified veterans to perform services under this contract. The following resources are available to assist USACE contractors in their outreach efforts:

-U.S. Department of Labor Veterans' Employment and Training Service (VETS):

<https://www.dol.gov/vets/> -Federal Veteran Employment Information:

<https://www.fedshirevets.gov/> -Veterans Opportunity to Work (VOW) Program:

<https://www.benefits.va.gov/vow/> -U.S. Army Warrior Transition Command
Employment Index:

<https://wct.army.mil/modules/employers/index.html> -Hiring Our Heroes:

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

(End of special contract requirement)

ATTACHMENT 1

PAST PERFORMANCE QUESTIONNAIRE (FORM PPQ-0)

NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)	
CONTRACT INFORMATION (Contractor to complete Blocks 1-4)	
1. Contractor Information	
Company Name:	CAGE Code:
Address:	DUNS Number:
Phone Number:	
Email Address:	
Point of Contact:	Contact Phone Number:
2. Work Performed as: <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (Explain)	
Percent of project work performed:	
If subcontractor, who was the prime (Name/Phone #):	
3. Contract Information	
Contract Number:	
Delivery/Task Order Number (if applicable):	
Contract Type: <input type="checkbox"/> Company Fixed Price <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Other (Please specify):	
Contract Title:	
Contract Location:	
Award Date (mm/dd/yy):	
Contract Completion Date (mm/dd/yy):	
Actual Completion Date (mm/dd/yy):	
Explain Differences:	
Original Contract Price (Award Amount):	
Final Contract Price (to include all modifications, if applicable):	
Explain Differences:	
4. Project Description:	
Complexity of Work <input type="checkbox"/> High <input type="checkbox"/> Med <input type="checkbox"/> Routine	
How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.)	
CLIENT INFORMATION (Client to complete Blocks 5-8)	
5. Client Information	
Name:	
Title:	
Phone Number:	
Email Address:	
6. Describe the client's role in the project:	
7. Date Questionnaire was completed (mm/dd/yy):	

8. Client's Signature:

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

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

RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.

(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive nor negative.

TO BE COMPLETED BY CLIENT

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

1. QUALITY:						
a) Quality of technical data/report preparation efforts	E N	VG	S	M	U	
b) Ability to meet quality standards specified for technical performance	E N	VG	S	M	U	
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E N	VG	S	M	U	
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E N	VG	S	M	U	
2. SCHEDULE/TIMELINESS OF PERFORMANCE:						
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	E N	VG	S	M	U	
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E N	VG	S	M	U	
3. CUSTOMER SATISFACTION:						
a) To what extent were the end users satisfied with the project?	E N	VG	S	M	U	
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E N	VG	S	M	U	
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E N	VG	S	M	U	
d) Overall customer satisfaction	E N	VG	S	M	U	
4. MANAGEMENT/ PERSONNEL/LABOR						
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	E	VG	S	M	U	N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E	VG	S	M	U	N
c) Government Property Control	E	VG	S	M	U	N
d) Knowledge/expertise demonstrated by contractor personnel	E	VG	S	M	U	N
e) Utilization of Small Business concerns	E	VG	S	M	U	N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E	VG	S	M	U	N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	E	VG	S	M	U	N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E	VG	S	M	U	N
5. COST/FINANCIAL MANAGEMENT						
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E	VG	S	M	U	N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E	VG	S	M	U	N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices	E	VG	S	M	U	N

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

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

SECTION 00 72 00 - GENERAL CONDITIONS

The following have been modified:

DBWD_ND20230014_BUILDING

"General Decision Number: ND20230014 01/06/2023

Superseded General Decision Number: ND20220014

State: North Dakota

Construction Type: Building

County: Grand Forks County in North Dakota.

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: 	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$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.

DRYWALL FINISHER/TAPER.....	\$ 21.48	6.66
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 19.60	4.34
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 15.80 **	2.60
LABORER: Common or General.....	\$ 12.99 **	2.81
LABORER: Mason Tender - Brick...	\$ 15.32 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 14.54 **	3.41
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 26.00	3.82
OPERATOR: Crane.....	\$ 26.18	9.39
OPERATOR: Forklift.....	\$ 23.06	15.47
OPERATOR: Loader.....	\$ 23.75	0.00
PAINTER (BRUSH AND ROLLER), Excludes Drywall Finishing/Taping.....	\$ 21.86	8.41
PLUMBER.....	\$ 21.64	4.98
ROOFER.....	\$ 16.37	2.84
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 27.27	7.76
TRUCK DRIVER: Dump Truck.....	\$ 19.81	5.42

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

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** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 (\$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)).

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"

(End of Summary of Changes)