

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W912DS21R0003	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 13-Apr-2021	PAGE OF PAGES 1 OF 117
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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 CODE W912DS US ARMY CORPS OF ENGINEERS, NEW YORK 26 FEDERAL PLAZA, RM 16-300 NEW YORK NY 10278-0090 TEL: (917)790-8026 FAX: 212-264-3013	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE <div style="text-align: center; font-weight: bold; padding: 10px;">See Item 7</div>
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9. FOR INFORMATION CALL:	A. NAME NICOLE FAUNTLEROY	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 917-790-6139
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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):*

Project Title: Cullum Hall Renovation at West Point, NY

1. 100% Unrestricted Full and Open Competition with Hubzone Price Evaluation preference.
2. NAICS Code: 236220, Commercial and Institutional Building Construction; Size Standard: \$39,500,000.
3. Magnitude of Construction: Between \$25,000,000 and \$100,000,000.
4. See Continuation Page for Bid Submission Instructions.
5. Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are made available.

Due to possible technical difficulties in the SAFE Site, all offerors are instructed to allow ample time to submit/upload their bids to the site in order to have their proposal delivered before the proposal due time deadline.

Contract Specialist: Nicole Fauntleroy, Email: nicole.fauntleroy@usace.army.mil

11. The Contractor shall begin performance within <u>5</u> calendar days and complete it within <u>730</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See Div 1 Specs _____.)</i>	
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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 _____ copies to perform the work required are due at the place specified in Item 8 by 02:00 PM *(hour)* local time 13 May 2021 *(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 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued) <i>(Construction, Alteration, or Repair)</i>										
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. <i>(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.)</i>					
AMOUNTS		SEE SCHEDULE OF PRICES								
18. The offeror agrees to furnish any required performance and payment bonds.										
19. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>										
AMENDMENT NO.										
DATE										
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>					20B. SIGNATURE			20C. OFFER DATE		
AWARD (To be completed by Government)										
21. ITEMS ACCEPTED:										
22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA								
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)					
26. ADMINISTERED BY			CODE		27. PAYMENT WILL BE MADE BY: CODE					
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 consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.					
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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	The renovation of the Cullum Hall FFP All work associated with the renovation of the Cullum Hall and its supporting service utilities as indicated in the corresponding construction documents and specifications. FOB: Destination PSC CD: C1JZ	1	Job		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	All work associated with removal of ACM FFP See the abatement plans.				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	Asbestos in the Fire Doors FFP FOB: Destination PSC CD: C1JZ	4	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	Asbestos in Floor Tile FFP ESTIMATED QUANTITIES FOB: Destination PSC CD: C1JZ	468	Square Foot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC	Asbestos in Roofing Mastic and Felt FFP ESTIMATED QUANTITIES FOB: Destination PSC CD: C1JZ	4,420	Square Foot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1,034	Cubic Yard		

FFP

All work associated with the removal of rock (ie trenches, service yard excavation, etc.) as per 1,034 cubic yards of rock removal.

ESTIMATED QUANTITIES

FOB: Destination

PSC CD: C1JZ

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Job		

Turnover of O/M manuals and As-Builts

FFP

PRE PRICED CLIN \$40,000.00

FOB: Destination

PSC CD: C1JZ

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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FFP

Mechanical Yard: All work associated with the yard structures and site development including the permanent structures, screen, retaining wall, not equipment. This applies to slab, retaining wall and steel structural (architectural and structural drawings).Not included anything not code required (not HVAC, fire pump) Statutory Limit of \$2M

FOB: Destination

PSC CD: C1JZ

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0006

OPTION

Option # 1

FFP

Full roof replacement.

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AA		1	Job		
OPTION	All work associated w/ full roof replace FFP FOB: Destination PSC CD: C1JZ				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AB		1	Job		
OPTION	Salvage copper FFP (deduct) FOB: Destination PSC CD: C1JZ				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AC		7,925	Square Foot		
OPTION	Asbestos in Roofing Mastic and Felt FFP ESTIMATED QUANTITIES FOB: Destination PSC CD: C1JZ				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		1	Job		
OPTION	Option #2 FFP All work associated with cleaning 100% of Gneiss Masonry. FOB: Destination PSC CD: C1JZ				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		1	Job		
OPTION	Option #3 FFP All work associated with Ballroom Globe fixture type (F) Full Restoration. FOB: Destination PSC CD: C1JZ				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		1	Job		
OPTION	Option #4 FFP All work associated with exchanging the Linoleum Flooring with Epoxy Resin Flooring. FOB: Destination PSC CD: C1JZ				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		1	Job		
OPTION	Option # 5 FFP Security – All work associated with CFCI IDS including but not limited to head- end equipment, cabling, devices, integration, and testing FOB: Destination PSC CD: C1JZ				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011		1	Job		
OPTION	Option # 6 FFP Security – All work associated with CFCI ACS including but not limited to head-end equipment, cabling, devices, integration, and testing FOB: Destination PSC CD: C1JZ				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012		1	Job		
OPTION	Option #7 FFP Wireless Communications/Antennas – All work associated with CFCI DAS including but not limited to head-end equipment, cabling, devices, integration, and testing FOB: Destination PSC CD: C1JZ				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013		1	Job		
OPTION	Option #8 FFP Wireless - All work associated with the installation and testing of network wireless access points including but not limited to: CFCI WAP cables GFCI WAP devices. FOB: Destination PSC CD: C1JZ				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014		1	Job		
OPTION	Option #9 FFP Communications – All work associated with the installation and testing of network infrastructure in Cullum Hall, including but not limited to: CFCI UPS for TER/TR; CFCI Surge protectors for TER/TR; CFCI Patch cords for TER/TR; CFCI Horizontal and backbone inside plant cable. FOB: Destination PSC CD: C1JZ				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015		1	Job		
OPTION	Option #10 FFP Outside Plant Fiber Optic Cable - All work associated with installation of fiber from Davis Hall and Bldg 600 to Cullum. FOB: Destination PSC CD: C1JZ				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016		1	Job		
OPTION	Option #11 FFP All work associated with installation of ductbank for the fiber from Davis Hall and Bldg. 600 to Cullum Hall. FOB: Destination PSC CD: C1JZ				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017		1	Job		
OPTION	Option #12 FFP Radio and PA System – All work associated work with installation of the radio and PA system. (27 51 00) (wires and headend system and pathway only) FOB: Destination PSC CD: C1JZ				

NET AMT

TOTALS/NOTES

BASE CLINS 0001 through 0005

OPTIONAL CLINS 0006 through 0017

TOTAL BASE PLUS OPTIONAL CLINS (0001-0017)

NOTES TO BIDDERS

- (1) Price will be evaluated for all CLINs Base plus options (CLINS 1 thru 17)
- (2) The Government may exercise Optional CLINs CLIN0006AA, 0006AB and 0006AC, CLIN 0007, CLIN 0008 and CLIN 0009 within 30 Calendar days of NTP.
- (3) CLIN 0006AB should be a negative value.
- (4) CLIN 0004 are pre-priced and should not change.
- (5) Total Offer shall include all costs associated with each base item number and optional item number including all bonding, overhead and profit.
- (6) Offeror must submit a price for every CLIN. Failure to do so may result in Offer being non-compliant.
- (7) Optional Items (Bid Alternates) may be exercised at any time within 365 calendar days after Notice to Proceed unless otherwise identified above). The Contracting Officer may exercise the Optional Items by written notice to the Contractor, postmarked within the period specified above. The Government may exercise any, all or none of the listed Optional Items in any order.
- (8) Proposed Contract Duration is 730 Days.
- (9) Offer Acceptance Period: Offers are to be valid for 120 calendar days from the date offers are due for offer acceptance.
- (10) Please refer to the Scope of Work section 01 11 00 for additional information.

Submit technical inquiries and questions relating to this solicitation via Bidder Inquiry in ProjNet at (<https://www.projnet.org>) at least 10 calendar days prior to the date established in the RFP for receipt of bids. The Government reserves the right to decline addressing questions received less than 10 calendar days prior to receipt of bids.

If a bidder believes that the requirements in this Request for Proposal contain an error, omission, or are otherwise unsound; immediately notify the Contract Specialist in writing with supporting rationale

To submit and review inquiry items, prospective vendors will need to use the Bidder Inquiry Key presented below and follow the instructions listed below the key for access. A prospective vendor who submits a comment or question will receive answers in an amendment. All timely questions and approved answers will be made available in amendments and sent to vetted contractors VIA ARMDEC. Bidder Inquiry Key: **ASBPPE-AMX5CD**

Specific Instructions for Initial ProjNet Bid Inquiry Access:

1. From the ProjNet home page, click on Quick Add on the upper right side of the screen.
2. Identify the Agency as USACE.
3. Key. Enter the Bidder Inquiry Key listed above.
4. E-mail. Enter the e-mail 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 Secret Answer and click Login. Once this is completed, you are logged into the system

Section 00 21 16 - Instructions to Proposers

INSTRUCTIONS TO BIDDERSCPARS

The Federal Acquisition Regulation (FAR) requires that Past Performance Information (PPI) be collected on DoD contracts. The Contractor Performance Assessment Reporting System (CPARS) is a web enabled application that supports the completion, distribution and retrieval of all contract performance evaluations. Contractor Representatives are responsible for reviewing and commenting on evaluations submitted on the Contractor Performance Assessment Reporting System (CPARS) website at <https://www.cpars.gov/index.htm>.

NOTICE REGARDING BID BONDS, PERFORMANCE BONDS, AND PAYMENT BONDS

The Standard Forms (SF24, SF25, and SF25A) for these bonds have been revised as of August 2016. When including your bid/offer, contractors/sureties shall use the revised versions. No other version will be valid and thus may render your bid/offer nonresponsive.

EVALUATION FACTORS

**CRITERIA AND FACTORS FOR EVALUATION, BASIS OF AWARD, EVALUATION
CRITERIA, RATING SYSTEM AND DEFINITION**

SECTION 00 22 10 – SELECTION PROCEDURES AND BASIS OF AWARD**BEST VALUE TRADE OFF**

- 1.0 OVERVIEW
- 2.0 BASIS OF AWARD
- 3.0 GENERAL INSTRUCTIONS AND PROPOSAL SUBMISSION REQUIREMENTS
- 4.0 PROPOSAL INFORMATION AND RELATED EVALUATION FACTORS, SUBFACTORS AND ELEMENTS
- 5.0 VOLUME 1 – PERFORMANCE CAPABILITY
 - 5.1 TAB A – FACTOR 1 – PAST PERFORMANCE
 - 5.2 TAB B – FACTOR 2 – PROPOSED CONTRACT DURATION, PHASING AND SUMMARY SCHEDULE
 - 5.3 TAB C – FACTOR 3 – TECHNICAL APPROACH
- 6.0 VOLUME 2 – FACTOR 4 - SMALL BUSINESS
 - 6.1 TAB A – SMALL BUSINESS PARTICIPATION PLAN
 - 6.2 TAB B – PAST UTILIZATION OF SMALL BUSINESS
- 7.0 VOLUME 3 – FACTOR 5 – PRICE AND PRO FORMA INFORMATION
 - 7.1 TAB A – PRICE (STANDARD FORM 1442, PROPOSAL DATA SHEET AND CONTRACT LINE ITEM SCHEDULE)
 - 7.2 TAB B – BID GUARANTEE
 - 7.3 TAB C – SELF PERFORMED WORK

ATTACHMENTS

- 1 – PROPOSAL DATA SHEETS
- 2 – PAST PERFORMANCE EVALUATION QUESTIONNAIRE
- 3 – SPECIALIZED EXPERIENCE PRIME CONTRACTOR OR KEY SUB CONTRACTOR
- 4 – SMALL BUSINESS PARTICIPATION PLAN

1.0 OVERVIEW

This is a single step "Best Value Trade Off" solicitation in accordance with Federal Acquisition Regulation (FAR) 15.101-1 for the Cullum Hall Renovation located at West Point, NY. The Government will evaluate the proposals in accordance with the criteria described herein, and award a firm fixed price contract to the responsible firm, whose proposal conforms to all the terms and conditions of the solicitation is fair and reasonable, and offers the best overall value to the Government.

2.0 BASIS OF AWARD

This is a Best Value Trade Off procurement where the Contracting Officer will award a firm fixed price construction contract to the responsible Offeror whose proposal the Source Selection Authority and Contracting Officer have determined conforms to the solicitation, is fair and reasonable, and offers the best overall value to the Government, considering all non-price factors described herein, and price.

All technical factors (1-4) when combined are approximately equal in importance to price factor 5.

Technical factor 3 is the most important technical factor, followed by technical factor 1 and then followed by all remaining technical factors that are equal in importance to each other and less important than technical factor 1 and 3. The intent of this solicitation is to obtain the best value for the Government. After the Government individually evaluates and rates each proposal, the Source Selection Authority and Contracting Officer will compare proposals to determine which proposal represents the best value.

The price used in the trade-off analysis shall be the aggregate amount for the base items and options (CLINS 0001-0017). The trade-off analysis will be conducted based on an evaluation of all factors, including price, and a best value proposal will be determined. The Government reserves the right to accept other than the lowest priced offer or to reject all offers. The Government will not award a contract to an Offeror whose proposal contains a deficiency, as defined in FAR 15.001. If there is a lower priced conforming offer(s), the SSA must determine that the added value of a more expensive proposal (within an acceptable range) would justify award to that Offeror. The magnitude of the project is between \$25,000,000 and \$100,000,000.

3.0 GENERAL INSTRUCTIONS AND PROPOSAL SUBMISSION REQUIREMENTS

3.1 GENERAL INSTRUCTIONS

3.1.1 Who May Submit:

- i. Competition will be unrestricted (i.e. open to all businesses regardless of Small Business status). Any legally organized Offeror may submit a proposal.

3.1.2 Inquiries about this solicitation:

- i. Prospective Offerors should submit inquiries related to this solicitation only by e-mail to: E-MAIL ADDRESS: Nicole.Fauntleroy@usace.army.mil.
- ii. Include the solicitation number, and project title with any questions/clarifications. Written questions must be received by this office not later than 7 calendar days prior to the date set for receipt of offers.
TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

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

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

3.1.3 Page Limit and Size of Electronic Materials shall be submitted in the following volumes:

Volume	Tab	Title	Maximum Pages
1	A	Factor 1: Past Performance	No Page Limit
1	B	Factor 2: Proposed Contract Duration, Phasing and Summary Schedule	15
1	C	Factor 3: Technical Approach	15
2	A	Factor 4: Small Business Participation Plan	No page limit
2	B	Factor 4: Past Utilization of Small Business	No page limit
3	A	Factor 5: Price (Standard Form 1442 & Contract Line Item Schedule)	No page limit
3	B	Factor 5: Bid Guarantee	No page limit
3	C	Factor 5: Self-Performed Work	No page limit

In order to effectively and equitably evaluate all proposals, the Contracting Officer/PCO must receive information sufficiently detailed to clearly address submission requirements as outlined below. Pages containing text shall be submitted electronically on standard 8-1/2 x 11-inch size paper. Schedules, Drawings and/or sketches may be submitted electronically on paper not exceeding 11 x 17-inch paper, (each 11 x 17 counts as two pages). Use of 'TAB' pages are encouraged to identify each section of the proposal and shall not count against proposal's total page count. Each page of text shall be minimally single spaced with a minimum 12-point font and one-inch margins all around. Any sheet with printed material (text or graphics) shall be considered a page, excluding dividers, cover sheets, letters of commitment, team agreements, and/or Joint Venture agreements.

3.1.4 Joint Ventures

- i. When an Offeror is submitting a proposal as a joint venture, all members of the joint venture must sign the SF 1442 and any financial surety instrument that is required, unless a written agreement by all members of the joint venture is furnished with the proposal designating one firm with the legal authority to bind the other member(s) of the joint venture. Signatures on the written agreement designating one member of the joint venture as having legal authority to bind all other members of the joint venture must be executed by the duly authorized representatives of the respective joint venture members. All joint venture members will remain jointly and severally liable for all actions, representations, and other activities by the joint venture and by other joint venture members in connection with this solicitation and subsequent contract. A copy of the joint venture agreement and agreement providing evidence of the authority to legally bind all other members of the joint venture must be submitted with the Offeror's proposal. Failure to comply with the foregoing requirements may eliminate the proposal from further consideration.
- ii. If submitting a proposal as a joint venture, the experience, past performance, and other information about each of the joint venture partners can be submitted for the joint venture. The experience of each joint venture partner will be considered the experience of the joint venture entity. Joint ventures must also submit the following additional documentation:
 - 3.1.4.ii.1 A copy of the Joint Venture Agreement.
 - 3.1.4.ii.2 A detailed statement outlining the following in terms of percentages, where appropriate:
 - 3.1.4.ii.3 The relationship of the joint venture parties in terms of business ownership, capital contribution, and profit distribution or loss sharing.
 - 3.1.4.ii.4 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 under the contract.
 - 3.1.4.ii.5 Identification of key personnel having the authority to bind the joint venture to any and all agreements, including any subcontracts, executed by the joint venture.
 - 3.1.4.ii.6 Identification of party or parties maintaining the joint venture bank accounts for the payment of all expenses and the deposit of all receipts, keeping the books and records of the joint venture, and paying applicable taxes for the joint venture.
 - 3.1.4.ii.7 Identification of party or parties having overall control of the joint venture.
- iii. Other sections of the proposal shall identify, where appropriate, whether key personnel are employees of the individual joint venture entities and identify the entity, or whether they are hired directly as employees of the joint venture.

- iv. A complete and legally binding document with all information required under this section titles “Joint Ventures” shall be included in Volume I of the proposal.

3.2 PROPOSAL SUBMISSION REQUIREMENTS

3.2.1 Proposal Requirements and Submission

Proposals should be submitted initially on the most favorable terms. Do not assume that Offerors will be contacted or afforded an opportunity to clarify, discuss or revise their proposals.

Do not submit any material not required by this solicitation (such as company or system brochures). Offerors must meet all technical portions (construction criteria) of the RFP. The fact that the technical specifications and the drawings are not evaluated factors during solicitation does not relieve the Offerors from meeting all technical, or other, requirements of the RFP.

The Government will not make assumptions concerning the intent, capabilities, or experiences of the Offerors. Clear identification of proposal details shall rest as sole responsibility of the Offeror. Therefore, the proposal shall meet the following basic requirements:

- i. Proposals shall be typed and easy to read. Margins (1-inch) shall be clean and clear.
- ii. Must contain a Proposal Cover Sheet, to include the Offeror’s e-mail address, cell phone number, Name, Address, DUNS, and CAGE code. The proposal cover sheet is required by Provision “FAR 52.215-1, Instructions to Offerors—Competitive Acquisition.”
- iii. Proposals shall be organized, concise, and submitted in the volumes and in the order indicated herein. Volumes shall be clearly identified and tabbed. Each factor shall be described in a separate tabbed section.
- iv. Proposals shall contain a Table of Contents and include at the bottom left side of each page the volume and page number.
- v. Offerors shall submit a signed dated Standard Form 1442, Solicitation, Offer, and Award. Any and all amendments must be acknowledged by the Offeror in accordance with the instructions on the Standard Form 30, Amendment of Solicitation.
- vi. Offerors are reminded that elaborate corporate marketing information, formatting, special reproduction techniques, and the like are not necessary. However, proposals shall completely and adequately address the requirements of this solicitation.
- vii. Failing to submit attachments or failing to properly complete the proposal, may result in rejection of the Offer without further evaluation. Therefore, Offerors are urged to follow instructions and contact the Contract Specialist if instructions are not understood.

3.2.2 Where to Submit:

The Offeror’s proposal shall be submitted electronically, as described below. The RFP will provide the Government address and receipt date

for proposal submittal. The Offeror's proposal shall not contain classified data. The use of hyperlinks in proposals is prohibited.

NOTE: The only authorized transmission method for proposals in response to this solicitation is electronically via SAFE online submission. NO OTHER TRANSMISSION METHODS (EMAIL, FACSIMILE, REGULAR MAIL, HAND CARRIED, ETC.) WILL BE ACCEPTED.

The Offeror's proposal must be received by the Government by the date/time specified in the solicitation. Offerors shall email their proposals using the following link:

<https://safe.apps.mil/>

Please send proposals using the link above to Contract Specialist Nicole Fauntleroy at Nicole.Fauntleroy@usace.army.mil and to Contracting Officer Nicholas Emanuel at Nicholas.P.Emanuel@usace.army.mil.

INSTRUCTIONS FOR SUBMITTING ELECTRONIC PROPOSALS:

In an effort to reduce paperwork and cost, all proposals shall be submitted electronically through the SAFE site. Submission shall be in Adobe PDF format. You are limited to five (5) maximum files per upload (total size cannot exceed 2GB). If you have a large number of files, recommend that you combine or ZIP your files before uploading to the SAFE site. Offerors may use compression utility software such as WinZip or PKZip to reduce file size and facilitate transmission.

REQUEST FOR UPLOAD CODE: Offerors must email Contract Specialist Nicole Fauntleroy at Nicole.Fauntleroy@usace.army.mil and to Contracting Officer Nicholas Emanuel at Nicholas.P.Emanuel@usace.army.mil no later than two (2) working days prior to the proposal due date to receive a request code which will allow for file uploads via the SAFE site. Offerors that fail to email for request a code two (2) working days before proposal submission date may not be able to receive a request code in time to upload their submission.

"IMPORTANT NOTE: To use DoD SAFE, offerors must request an individual upload link from a DoD employee to enter the SAFE site as a guest. The link brings the guest to a submission page. On the submission page, the guest enters the USACE recipient's email address and selects the file to upload. Note that DOD SAFE auto-populates a "civ@mail.mil" email address but these email addresses are not used within USACE. Please be sure to use the "@usace.army.mil" email addresses provided above. Once the file is uploaded, DoD SAFE sends a notification and claim passcode to the email address entered. If the wrong email address is entered, the USACE recipient will not know that the file was uploaded and cannot retrieve the file. The guest will receive confirmation that the file was successfully uploaded to DoD SAFE, but DoD SAFE does not confirm whether the guest sent the file to the correct USACE recipient or a valid email address. The website automatically deletes uploaded files that are not retrieved after seven days. If the files are uploaded to the auto-populated email addresses they will not be received by the designated USACE recipients and the proposal will be considered late.

FILE DESCRIPTION: Include a "File Description" for each file(s) you upload. The "File Description" will be included in the email notice to each of the recipients you choose to have access your file(s). NOTE: Do NOT enter Privacy Act Data (Personal Identification Information (PII)) in the File

Description.)
Submission shall
be in Adobe PDF
format.

INSTRUCTIONS TO FOLLOW ON THE SAFE WEBSITE:

1. Once at the SAFE website select the “Drop-off” icon. This allows users without a CAC or users whose computer is not configured to read a CAC the option to access the SAFE site as a guest.

2. After selecting the “Click Here” link you will be prompted to add your personal information, file information, recipient (Government representative) information and email settings.

3. When completing your file information for transmittal via the SAFE website, you will be required to enter the email address for all recipients. For this solicitation, the recipients are the Contract Specialist and the Contracting Officer. The Contract Specialist for this solicitation is

Nicole Fauntleroy at Nicole.Fauntleroy@usace.army.mil and Contracting Officer Nicholas Emanuel at Nicholas.P.Emanuel@usace.army.mil. The E-Mail address of the Government Employee who initiated the request code will be automatically entered. The Proposer must enter the E-Mail address for both the Contracting Officer and Specialist. The Proposer can enter an additional E-Mail address if desired. After entering the email address, click the ADD button to add the person(s) email to the “Recipients List” of your response. When your proposal is submitted, a notification will be sent to the recipients you added.

NOTE: Do NOT send the SAFE site packages to group email accounts.

Even if you successfully upload your proposal to the SAFE site, notification will not be sent to the government recipients until you verify your email address. Entering an incorrect email may result in the rejection of your submission for lateness. A Proposer can confirm proper submission by the “Drop-Off Completed” screen which generates based on proper file submission.

NOTE: It has been reported that documents are more quickly uploaded into the SAFE website when using a Firefox web browser. The Government cannot verify that this is true and offers no guarantee that Offerors will have more success utilizing any particular browser.

RECEIPT OF SUBMISSIONS:

For the purposes of establishing whether a proposal submission is considered timely, the government considers the date and time the submission is completely uploaded into the SAFE website as documented by the SAFE system. For proposals larger than the 2GB capacity of the SAFE website and require multiple submissions, the Government will consider the date and time the last submission is completely uploaded into the SAFE website.

The government will not be responsible for submissions delivered to any location or to anyone other than those designated to receive proposals. Offerors are responsible for ensuring that proposals are submitted so as to

reach the designated recipient. Offerors are responsible for allowing sufficient time for the proposal to be received in accordance with the instructions provided.

- 3.3 VOLUME 1– MINIMUM SUBMISSION CRITERIA (TECHNICAL PROPOSAL): For purposes of this RFP, an “Offeror” may include a group of two (2) or more entities that have formed a “contractor team arrangement,” as that term is defined in the Federal Acquisition Regulation, Part 9.6. In the case of entities that have formed a contractor team arrangement, the experience and performance history of any member of the team, whether or not gained while working with the other member(s) of the currently- proposed contractor team arrangement, will be considered as a part of the evaluation of the Offeror’s proposal.

In the case of affiliates, past performance of an Offeror’s “affiliate,” as that term is defined in FAR 2.101, will be evaluated (as described within this section) if the Offeror demonstrates a firm commitment that the affiliate will participate meaningfully (e.g., roles, responsibilities, etc.) in the performance of the contract. This commitment, nature of each entity’s relationship and meaningful participation shall be described in a document signed by authorized representatives of both the Offeror and its affiliate. If a teaming agreement or commitment is not provided, the projects and experience of any team members outside of the Prime Offeror will not be considered.

The contractor team agreement/commitment shall be provided at the beginning of the Offeror’s technical proposal, prior to Factor 1, and will not be included in the overall page count.

The following are to be used in determining the status of the Offeror’s team for the evaluation of project submissions under Factor 1:

- 3.3.1 In the case of contractor team arrangements involving a Prime Contractor and Subcontractor(s), where the Prime Contractor submits the proposal in response to this RFP, the Prime Contractor is considered the “Prime Offeror”.
- 3.3.2 In the case of joint ventures, the “Prime Offeror” experience is limited to entities with signed agreements.
- 3.3.3 In the case of mentor/protégé relationships, the relationship must be established by the two Offerors and approved by the chosen Government Agency prior to proposal submission. The “Prime Offeror” experience is limited to entities with signed agreements. The approved mentor/protégé document from the Government Agency must be submitted along with the teaming agreement.
- 3.3.4 In the case of additional projects submitted by subcontractors, the subcontractor must submit the final cost of their portion of the project along with total project cost and all other required information.
- 3.3.5 In the case of Offerors that are large, multi-function firms (consisting of subsidiaries), experience may be submitted by any segment of the firm (e.g., division, group, and unit) that is submitting a proposal in response to this RFP.
- 3.3.6 In the case of affiliates, Past performance of an Offeror's "affiliate," as that term is defined in FAR 2.101, will be evaluated (as described within this section) if the Offeror demonstrates a firm commitment that the affiliate will participate meaningfully in the performance of the contract. This commitment and meaningful participation shall be described in a document signed by authorized representatives of both the Offeror and its affiliate.
- 3.3.7 If a teaming agreement or commitment is not provided, the projects of any team members outside of the Prime Offeror will not be considered. If the Joint Venture/Mentor Protégé is a Small and Large Business, the Small Business will be evaluated as the Prime Offeror.

4.0 PROPOSAL INFORMATION AND RELATED EVALUATION FACTORS, RATINGS AND

ELEMENTS

The SSEB will evaluate the proposals and assign a consensus rating for the evaluation factor.

Offerors will be informed of the non-Government advisors who will assist in the evaluation, and Offerors will be informed that the non-Government advisors will not be involved with any related subsequent contract(s). The use of non-Government advisors will be strictly controlled. Non-Government advisors will be required to sign a Non-Disclosure Agreement for the Cullum Hall Renovation Solicitation. Additionally, they shall also be required to submit documentation to the Procuring Contracting Officer (PCO) indicating their personal stock holdings for a conflicts of interest review in consultation with the legal advisor prior to being allowed access to source selection information.

The chairperson of the Source Selection Evaluation Board (SSEB) will monitor non-Governmental advisor activities while in the evaluation area. This support will be limited to specific tasks on an as needed basis, and only in those areas where Government expertise is not available. The non-Governmental advisors will perform their evaluation in a separate room to ensure that their review and resultant evaluation report is limited to the areas in which their expertise is required. The non-Governmental advisors will not provide ratings nor participate in any technical evaluation board proceedings nor discussions.

After the non-Government advisors have completed their particular area of evaluation, they will be released from the evaluation process. All non-Government advisors will only have access to the information corresponding to their area(s) of expertise. They will not have access to the past performance or price sections of the proposal.

Firms are cautioned to put forth their best efforts, and to furnish all information clearly to allow the Government to evaluate proposals. Firms should not assume that they will have an opportunity to clarify or correct anything in their proposal after submission. However, the Government reserves the right to hold discussions if it determines that discussions are necessary. Therefore, proposals should be submitted on the most favorable terms that the Offeror can submit to the Government. If discussions are necessary, the Contracting Officer reserves the right to limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

Determination of Competitive Range refers to the range of proposals that are identified as the most highly rated, unless the range is further reduced for the purposes of efficiency. Competitive range will be determined on the basis of the ratings of each proposal against all evaluation factors. The Government must then indicate to, or discuss with, each Offeror still being considered for award, significant weaknesses, deficiencies, and other aspects of its proposal. The Contracting Officer will notify all contractors eliminated from the competitive range.

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

Upon conclusion of discussions, those firms still considered within the competitive range, will be afforded an opportunity to submit their proposal revisions for final evaluation and selection.

4.1 VOLUME 1 – PERFORMANCE CAPABILITY

LOCATION	FACTOR NUMBER	DESCRIPTION	RELATIVE IMPORTANCE
Volume 1 Tab A	Factor 1	Past Performance	Technical factor 3 is the most important technical factor,
Volume 1 Tab B	Factor 2	Proposed Contract Duration, Phasing &	

		Summary Schedule	followed by technical factor 1. All remaining technical factors (2 & 4) are equal in importance and less important than factor 1 and factor 3.
Volume 1 Tab C	Factor 3	Technical Approach	

4.2 VOLUME 2 – SMALL BUSINESS

LOCATION	FACTOR NUMBER	DESCRIPTION	RELATIVE IMPORTANCE
Volume 2 TAB A	Factor 4	Small Business Participation Plan	Technical factor 4 is equal in importance to technical factor 2 and less important than factor 1 and factor 3.
Volume 2 TAB B	Factor 4	Past Utilization of Small Business	

4.3 VOLUME 3 – PRICE

LOCATION	FACTOR NUMBER	DESCRIPTION	RELATIVE IMPORTANCE
Vol 3	Factor 5	Price	All technical factors (1-4) when combined are approximately equal in importance to price.

5.0 VOLUME 1 – PERFORMANCE CAPABILITY

GENERAL: The technical factors consist of examples of Past Performance that meet the relevant scope, complexity, and magnitude described below. This Volume also includes factors for a Proposed Contract Duration, Phasing & Summary Schedule, Technical Approach, and Small Business Participation Plan.

DEFINITIONS:

- **Deficiency:** A material failure of a response or 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. (FAR 15.001)
- **Weakness:** A flaw in the response or proposal that increases the risk of unsuccessful contract performance.
- **Significant Weakness:** A flaw in the response or proposal that appreciably increases the risk of unsuccessful contract performance. Denoted with an (S).
- **Strength:** Any aspect of a proposal that, when judged against a stated evaluation criterion, enhances the merit of the proposal or increases the probability of successful performance of the contract.
- **Significant Strength:** A significant strength appreciably enhances the merit of a proposal or appreciably enhances the probability of successful contract performance. Denoted with an (S).
- **Deviation:** Proposal implies or specifically offers a deviation below the specified criteria. The Offeror may or may not have called the deviation to the Government's attention. A deviation is a deficiency. The proposal must conform to the solicitation requirements for award.
- **Uncertainty:** Any aspect of a non-cost/price factor response or proposal for which the intent of the offer is unclear (e.g. more than one way to interpret the offer or inconsistencies in the response or proposal indicating that there may have been an error, omission, or mistake).

EVALUATION RATING SYSTEM

- **General:** The Government will review the proposals and rate the quality of each evaluation factor. The SSEB will rate each proposal against the specified evaluation criteria in the Solicitation requirements. They will not compare proposals at this time. After all proposals are rated, the Government will compare the ratings and relative advantages and disadvantages of proposals against each other.
- **Review Write-up:** The Government will support each rating with a narrative, separately listing all strengths or advantages, weaknesses or disadvantages, deficiencies, and required clarifications.
- **Rating System:** After listing proposal strengths, weaknesses and deficiencies, the SSEB will assign an adjective rating of "Outstanding", "Good", "Acceptable", "Marginal", or "Unacceptable" to each factor except the Past Performance Factor, which reflect the Government's confidence in each Offeror's ability, as demonstrated in its proposal, to perform the requirements stated in the RFP. The adjectival ratings shall be assigned, using the evaluation criteria, which incorporate a proposal risk assessment:

VOLUME 1 – FACTOR 1 – PAST PERFORMANCE

The Offeror will provide Past Performance information on relevant projects using the Past Performance and Specialized Experience Questionnaires included in the solicitation. Contractor Performance Assessment Reporting System (CPARS) shall be submitted for projects, when available. Your client should receive form ATTACHMENT 2 – PAST PERFORMANCE QUESTIONNAIRE (PPQ) with items 1 through 4 completed and the “Note” that appears on its reverse side as well as the “Adjective Rating and Definitions” that are used for the ratings in the form. Ensure correct phone numbers and email addresses are provided for the client point of contact. Completed Past Performance Questionnaires should be submitted with your proposal. If the Offeror is unable to obtain a completed PPQ from a client for a project(s) before the proposal closing date, the Offeror should complete and submit with the proposal the first page of the PPQ form, which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government’s point of contact, Contract Specialist prior to proposal closing date. Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

Also include performance recognition documents received within the last five (5) years such as award fee determinations, customer letters of commendation, and any other forms of performance recognition.

The Government reserves the right to verify the experience by reviewing the Construction Contractor (or Architect-Engineer) Performance Assessment Reporting System (CPARS), other DoD or Government appraisal systems or to interview commercial owners or references. The Government may check any or all cited references to verify supplied information. The relevant experience of key personnel proposed for this project will not be evaluated or considered under this factor.

While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.

The source selection evaluation team will review this past performance information and determine the quality and usefulness as it applies to a performance competence assessment as described in the guidelines, below.

Less than satisfactory performance information includes the issuance of cure notices, terminations for default, or the requirement for excessive oversight in order to achieve satisfactory completion. A single example of less than satisfactory performance, if significant enough, may lead to a less than satisfactory rating for this factor. Likewise, multiple examples of less significant less than satisfactory performance may lead to a less than satisfactory rating for this factor.

In conducting the performance competence assessment, the Government will consider the relevancy of the past performance information available. Highly relevant projects are those that are similar in scope, magnitude, and complexity to the current solicitation, although the past performance may still be considered if the projects do not fully meet the criteria for Factor 1.

In addition, the Offeror is required to provide any information on past projects (within the past five (5) years) that were terminated (for any reason) or in which they have been issued a CURE NOTICE and provide accompanying information as to the details for such action(s) with an explanation of why they were terminated or issued a cure notice.

5.1.1 EVALUATION CRITERIA

The SSEB will evaluate the risks associated with an Offeror’s likelihood of success in

performing the requirements stated in the RFP based on the Offeror's demonstrated performance on recent, relevant contracts. A performance confidence assessment rating will be assigned to each past performance.

Rating Guidelines for Factor 1: Refer to the Table in section 5.1.3

NOTE: 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 confidence") past performance.

5.1.2 RELEVANT PAST PERFORMANCE

The Offeror will be evaluated on the relevancy of the past performance demonstrated in the submitted form, ATTACHMENT 3 - SPECIALIZED EXPERIENCE. The Offeror should list their experience of similar project scope, complexity and magnitude.

Submit a minimum of two (2) projects but no more than five (5) projects that have been completed and turned over or at least 75% construction complete. All the submitted projects shall be recent construction experience which means that completion should be no more than seven (7) years preceding the date of this solicitation. The projects should meet the descriptions of scope, complexity and magnitude as outlined below. At least two (2) projects must be examples showing building renovation as described in this solicitation.

If any firm has multiple divisions, limit the project examples to those performed by the division submitting the offer.

Letters of commitment (Signed by both the Subcontractor and Offeror) are required in order for the Government to consider Subcontractor experience in the proposal evaluation. Other divisions within the Offer's company may be considered as subcontractors for the submitting division.

The projects submitted should include the following criteria. Projects do not have to include all of the complexity criteria; however, projects that meet many or all of the complexity criteria would be given a higher degree of relevancy. Projects should demonstrate a similar scope and similar magnitude.

- i. Similar scope is defined as the construction of or renovation of a facility to include archives storage facilities, academic buildings, administrative buildings, museums, memorial buildings, municipal buildings, and other buildings with similar usage/occupancy greater than 20,000 square feet in size.
- ii. Similar complexity is projects demonstrating:
 - a. Coordination between multiple technical disciplines including Architecture, Civil Engineering, Structural Engineering, HVAC, Fire Protection, plumbing, and electrical.
 - b. Experience with work on a constrained site and/or on a campus setting.
 - c. Historic architecture rehabilitation. Historic architecture rehabilitation might include masonry repointing, careful removal of old finishes and protection of existing artifacts, complex painting, ornate detailing, façade repair, and installation of modern systems/utilities to meet current building codes and criteria.
 - d. Structural reinforcement of existing facilities and/or replacement of structural members and components in existing facilities to meet current building code requirements. This might include partial

- replacement of floor slabs to support new floor loads, modification or addition of structural footings, and reinforcement or addition of structural framing. Experience with sequence of structural demolition, temporary shoring, and erection of new structural elements is preferred.
- iii. Similar magnitude shall be considered for construction or renovation projects with contract cost of at least \$20,000,000.

The Government will consider the experience demonstrated by the projects in its evaluation. Proposals will be highly rated when the Offeror demonstrates extensive experience in all or nearly all of the aspects defining relevance and listed below. Where this experience includes the following, the proposal may be given additional consideration (the following list does not encompass all possible items for which additional consideration may be given):

- i. Projects demonstrating experience working at West Point, NY.
- ii. Experience with archives renovations.
- iii. Projects with specialized HVAC systems designed to a higher standard than most commercial buildings (such as archives storage or storage of sensitive materials).
- iv. Projects demonstrating experience with waterproofing facilities, including repair of water infiltration at exterior envelope, basement waterproofing, and under-slab drainage systems.
- v. Experience with integration of new fire protection systems into architecturally historical spaces.
- vi. Projects showing past experience working with USACE.
- vii. Projects demonstrating self-performance by the prime contractor or past experience demonstrating the prime contractor and proposed subcontractors working together.
- viii. Prime contractor experience working as a prime contractor.
- ix. Excavation in close proximity to existing structures.

5.1.3 RATING GUIDELINES FOR FACTOR 1

PAST PERFORMANCE RELEVANCY RATINGS	
RATINGS	DESCRIPTION
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

PAST PERFORMANCE (CONFIDENCE ASSESSMENT RATING SYSTEM)

Past Performance Risk Ratings assess the risks associated with an Offeror's likelihood of success in performing the requirements stated in the RFP based on the Offeror's demonstrated performance on recent, relevant contracts. Performance Confidence Assessment (Overall) Rating System:

PERFORMANCE CONFIDENCE ASSESSMENT	
RATINGS	DESCRIPTION
Substantial Confidence	Based on the Offeror's recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the Offeror's recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.
Neutral Confidence	No recent/relevant performance record is available or the Offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The Offeror may not be evaluated favorably or unfavorably on the factor of past performance.
Limited Confidence	Based on the Offeror's recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort.
No Confidence	Based on the Offeror's recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.

Based on the Offeror's recent relevant performance record, the Government will make a determination as to the expectation that the Offeror will successfully perform the required effort. A performance confidence assessment rating will be assigned.

Where no recent/relevant performance record is available or the Offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned, the Offeror will receive a Neutral Confidence (neutral) rating. This rating is neither favorable nor unfavorable.

5.2 VOLUME 1 – FACTOR 2 – PROPOSED CONTRACT DURATION, PHASING, AND SUMMARY

SCHEDULE

Submit a summary level schedule for the construction of Cullum Hall Renovation. The schedule must be task oriented, indicating number of calendar days, after notice to proceed, by which milestones are to be achieved. Schedule pages must be legible on 11x17 sheets of paper. This summary schedule will, after contract award, be replaced with a project schedule as required by Section 01 32 01.00 10: Project Schedule shall have the same minimal requirements described herein. The length of the schedule can match the proposed contract duration but not exceed it. If it is shorter than the proposed contract duration, it is binding. The schedule at a minimum should include the following activities.

- i. Kick-Off Meeting
- ii. Submission of quality control and safety plans
- iii. Procurement for long lead material items
- iv. Site and foundation work
- v. Site utilities
- vi. Interior and exterior demolition
- vii. Demolition of existing structural elements, temporary shoring, and installation of new structural elements including but not limited to new spread footings, floor slabs, columns, beams, and walls
- viii. Building construction addressing at a minimum Steel, Masonry, Mechanical systems, Electrical/Communications, Finishes, Façade Restoration, Glazing Installation, Mechanical work
- ix. Testing and Balancing, Whole Building Commissioning
- x. Other critical closeout activities including as-built drawings and O&M Manuals
- xi. Coordination with furniture installation
- xii. Beneficial Occupancy Date
- xiii. Turn-over of laydown and storage area to Government
- xiv. Contract Closeout

Submit a narrative discussing the project's critical path. The critical path should be shown on the summary level schedule. Discuss critical path activities that have the greatest risk to project delivery. Discuss how your schedule mitigates those risks and what measures you will take to ensure the project is delivered on time. Submit narrative discussing submittal procedures and linkage of submittal register to scheduled activities. In the narrative, discuss how the schedule accounts for management of the submittal process and lead time is reflected in the submittal register to meet activity early start date. Discuss internal procedures for preventing late submittal submission to minimize time growth. Identify any constraints on the schedule presented (i.e. labor or material availability, weather, permits, etc.).

Submission should include the following for each activity: activity duration, early start, early finish, late start and late finish, float, predecessors and successors. This information can be provided in table format or graphically.

Submission should include a phasing plan for construction activities.

The narrative and summary schedule should also discuss all preconstruction activities, anticipated durations of the shutdown of utilities/equipment, anticipated closures of roadways and parking.

The time to complete the project and turnover to the Government should consider the requirement for the Contractor's CQC completion inspection and the subsequent joint Contractor- Government turnover inspection.

5.2.1 EVALUATION CRITERIA

The SSEB will evaluate the schedule to assess the offeror's understanding of the project scope, restrictions which must be considered in the schedule (i.e. long lead items), etc. The SSEB will evaluate the strength of understanding of all elements required in the submission and the offeror's capability to schedule the complete project within the proposed contract duration and the realism of the schedule. A schedule that offers advantage(s) to the SSEB over one that merely indicates an adequate understanding of the scope, restrictions, major milestones and general understanding of the various events that can affect start and completion of construction will receive additional consideration. Schedule factors the SSEB will consider advantageous include, but are not limited to:

- i. Plan to reduce risks and mitigate schedule growth during demolition of existing structural elements, temporary shoring, and erection sequence of new structural elements including but not limited to new spread footings, floor slabs, columns, beams, and walls
- ii. Minimum 30 Calendar Day Early Contract Completion Date. A logical and realistic approach to early completion much be demonstrated.

The Government will evaluate the strengths, weaknesses, and any deficiencies in the plan focused on logic, task duration and critical path.

The Government will not award to an Offeror who receives an unsatisfactory rating.

5.2.2 RATING GUIDELINES FOR FACTOR 2

5.2.2.1 Combined Technical/Risk Rating Method

The combined technical/risk rating includes consideration of risk in conjunction with the strengths, weaknesses, significant weaknesses, uncertainties, and deficiencies in determining technical ratings.

Combined Technical/Risk Rating Method

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

The government will not award to an Offeror that receives an unacceptable rating in this factor.

5.3 VOLUME 1 – FACTOR 3 – TECHNICAL APPROACH

The Technical Approach Factor consists of technical approach narratives.

Factor 3 should include the following:

- i. Describe the approach for the full scope of work in the contract, including a list of specific scope features in accordance with list specific constraints. The Government is looking for the proposed construction/installation approach employed by the Offeror in schedule management, material/equipment delivery and management, methods of restoring historic craftsmanship, structural retrofit and related phasing, labor management, cost management, site security and personnel assurance.
- ii. The Offeror should include their technical approach for interior restoration including selective demolition, painting, historical preservation, and protection of historical elements and artifacts.
- iii. The Offeror should include their technical approach for structural retrofit including demolition, shoring, and installation of new structural elements. Include technical approach for sheeting, shoring, bracing, and underpinning that may be necessary to maintain structural integrity.
- iv. Describe interactions within the team and with the Corps of Engineers during the construction. Describe the role and interaction of the construction team during construction, addressing elements such as schedule management, material/equipment delivery and management, labor management, cost management, site security and personnel assurance system management, progress meetings, documentation and quality control.
- v. Describe quality control procedures during construction. Include description of quality control inspection and submittal register control. Particular attention should be paid to effectively incorporating the requirements of the list external requirements into both the Quality Control Plan and Submittal Register.

5.3.1 Evaluation Criteria

The Government places a higher value on an Offeror that provides proposed methods to streamline construction and manage labor and other resource constraints in an effort to reduce costs and support an aggressive schedule. The Government will also consider whether the approach reduces on-site fabrication and susceptibility to inclement weather delays. The Government will consider proposed methods to demolish and replace building elements in an organized, contained manner with minimal impact to the remainder of the facility. The government will consider proposed methods to minimize conflicts between trades on site. The Government will also evaluate the Offeror's capabilities and understanding of the contractually required quality control processes for construction.

5.3.2 RATING GUIDELINES FOR FACTOR 3

5.3.2.1 Combined Technical/Risk Rating Method

The combined technical/risk rating includes consideration of risk in conjunction with the strengths, weaknesses, significant weaknesses, uncertainties, and deficiencies in determining technical ratings.

Combined Technical/Risk Rating Method

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

The government will not award to an Offeror that receives an unacceptable rating in this factor.

6.0 VOLUME 2 – FACTOR 4—SMALL BUSINESS PARTICIPATION PLAN & PAST UTILIZATION OF SMALL BUSINESS

The Offeror shall use Attachment 4 as a form to provide the following required information in a clear concise manner.

6.1 VOLUME 2 – FACTOR 4 – TAB A SMALL BUSINESS PARTICIPATION PLAN

IAW Defense FAR Supplement (DFARS) 215.304(c)(i), the extent to which Offerors identify and commit to small business performance of the contract shall be evaluated. Offerors shall submit a Small Business Participation Plan (SBPP) which specifies the Offeror's level and degree of commitment to small business utilization/participation in performance of this requirement. An SBPP is required from all Offerors, including companies with commercial plans and comprehensive subcontracting plans.

All Offerors shall identify the extent to which Small Businesses (SBs), Veteran-Owned Small Businesses (VOSBs), Service-Disabled Veteran-Owned Small Businesses (SDVOSBs), HUBZone Small Businesses, Small Disadvantaged Businesses (SDBs), and Woman-Owned Small Businesses (WOSBs) would be utilized in the performance of this proposed contract. For small businesses, as defined by the North American Industry Classification System (NAICS) Code applicable to this solicitation, the Offerors shall identify their own participation as a SB, VOSB, SDVOSB, HUBZONE SB, SDB, or WOSB and it will be considered in evaluating the Participation of Small Business Factor. See Section 01 30 00, "Administrative Requirements".

Address the following information in detail. Provide the names of SB, VOSB, SDVOSB, HUBZONE SB, SDB, and WOSB who would participate in the proposed contract, identifying specific type of services or supplies to be subcontracted by Small Businesses, and the estimated total dollars for such work.

Large business contractors may achieve the small business participation goals through subcontracting to small businesses. Small business contractors may achieve small business participation goals through their own performance/participation as a prime and also through a joint venture, teaming arrangement, and subcontracting to other small businesses. A small business prime is not required to subcontract to other small businesses in order to achieve the small business participation goals.

All Offerors (both large and small businesses) will be evaluated on the level of proposed participation of U.S. small businesses in the performance of acquisition (as small business prime Offerors or small business subcontractors) relative to the objectives and goals established herein.

6.2 GOAL REGARDING THE PARTICIPATION OF SMALL BUSINESS CONCERNS

- 6.2.1 Application. This clause applies to all Offerors submitting proposals.
- 6.2.2 Goals. The U.S. Army Corps of Engineers considers the following goals for Small Business Participation, reasonable and achievable for the performance of the resultant contract:
 - i. 12% of total contract amount with small business concerns (SB).
- 6.2.3 Socio-Economic Goals: The U.S. Army Corps of Engineers considers the following socio-economic goals for Small Business Participation, reasonable and achievable for the performance of the resultant contract:
 - i. 4% of total contract amount with those small business concerns owned and controlled by socially and economically disadvantaged individuals (SDB, including 8(a)).
 - ii. 3% of total contract amount with those small business concerns owned and controlled by women (WOSB).
 - iii. 2% of total contract amount with those small business concerns owned and controlled by Service-Disabled Veterans (SDVOSB).
 - iv. 1% of total contract amount with those small business concerns owned and controlled by HUBZones.
 - v. 2% of total contract amount with those small business concerns owned and controlled by Veterans (VOSB).

Note: Socio-Economic goal percentages listed are to be part of the total percentage submitted to meet or exceed the 12% small business goal identified in 5.5.2(b)(i) (not in addition to).

Note: Offerors shall provide both the percentage and total dollars to be performed by small businesses and each subcategory (based on the total contract value). The Small Business Deputy will verify the total proposed price (not individual cost elements), and any subcontracting information with the Cost/Price team to ensure the dollar amounts are consistent with what is being proposed in the SBPP. If an Offeror does not use the value of their total acquisition to base their participation goals on it will result in a deficiency.

Note: If an Offeror is unable to meet the full RFP participation goals for any of the socioeconomic categories (e.g., HUBZone, WOSB, etc.), the Offeror must provide an explanation as to why the participation goal(s) cannot be met and/or what actions will be taken to increase the participation for any of the socioeconomic participation goal categories the Offeror is unable to meet.

Pursuant to DFARS PGI 215.304(c) the following elements will be considered in evaluating an Offeror's Participation Plan:

- i. The extent to which such firms, as defined in FAR Part 19, are specifically identified in plans;
- ii. The extent of commitment to use such firms (enforceable commitments will be weighted more heavily than non-enforceable ones);
- iii. Identification of the complexity and variety of the work such firms are to perform;
- iv. The extent to which the Offeror meets or exceeds the goals, as indicated herein in terms of percentage of the total value of the acquisition;
- v. Past performance of the Offerors in complying with requirements of the clauses at FAR 52.219-8, Utilization of Small Business Concerns, and 52.219-9, Small Business Subcontracting Plan.

Note: Offerors shall provide both the percentage and total dollars to be performed by small businesses and each subcategory (based on the total contract value). The Small Business Deputy will verify the total proposed price (not individual cost elements), and any subcontracting information with the Cost/Price team to ensure the dollar amounts are consistent with what is being proposed in the SBPP. If an Offeror does not use the value of their total acquisition to base their participation goals on it will result in a deficiency.

Note: If an Offeror is unable to meet the full RFP participation goals for any of the socioeconomic categories (e.g., HUBZone, WOSB, etc.), the Offeror must provide an explanation as to why the participation goal(s) cannot be met and/or what actions will be taken to increase the participation for any of the socioeconomic participation goal categories the Offeror is unable to meet.

See Table in Section 6.3.6, for the Small Business ratings criteria.

6.3 VOLUME 2 – FACTOR 4 – TAB B - PAST UTILIZATION OF SMALL BUSINESS

- 6.3.1 Submission Requirements: Provide a description of the Offeror's performance, over the past seven (7) calendar years, in complying with the requirements of FAR 52.219-8, Utilization of Small Business Concerns, including description and available documentation of the methods employed to promote small business utilization and the internal methods used to monitor such utilization. Factor 4, Small Business Participation Plan (TAB A), also required in the Source Selection phase, and the Subcontracting Plan required prior to award if requested by the Contracting Officer, are both separate and different requirements than Factor 4 (TAB B), Past Utilization of Small Business.
- 6.3.2 Past performance of the Offeror in complying with the requirements of the clauses at FAR 52.219-8, Utilization of Small Business Concerns, and, for all large business Offerors, FAR 52.219-9, Small Business Subcontracting Plan (JUL 2013), based on the Offeror's presentation of facts, details of efforts and successes in complying with the clause(s) on Federal contracts. Offerors must show documentation of reasonable efforts in complying with the clause for a "satisfactory" rating.
- 6.3.3 Offerors who are large, as defined by the North American Industry Classification System (NAICS) Code applicable to this solicitation, shall provide a description of their performance over the past seven (7) calendar years in complying with the requirements of FAR 52.219-8, Utilization of Small Business Concerns, and/or FAR 52.219-9, Small Business Subcontracting Plan, including documentation of their accomplishment on prior contracts with any Federal Agency. For Large Business: Summary Subcontracting Report (SSR) system located at <https://www.esrs.gov>³. For Large and Small businesses: provide descriptive information for all small business categories. Any information concerning long-term relationships with Small Business subcontractors, such as mentor-protégé relationships, should be provided. Contractors using the Electronic Subcontracting Reporting System (eSRS) with non-DoD agencies may submit a

Summary Subcontracting Report (SSR) for plan type individual. The SSR is the former SF-295. USACE is using eSRS effective October 2008.

- 6.3.4 Large businesses that have never held a contract incorporating FAR 52.219-8 and/or FAR 52.219-9 shall so state. Large Businesses may use company records to document Past Utilization of Small Business.
- 6.3.5 Small business utilization for each of the projects submitted under Factor 1 shall be included in this section. Information to be provided includes:
- i. Extent and type of work you subcontracted out.
 - ii. Type of firm subcontracted to (LB, SDVOSB, WOSB, etc.).
 - iii. Company subcontracted to.
 - iv. Subcontracted company's address.
 - v. Subcontracted company's DUNS.
 - vi. Subcontracted company's NAICS.
 - vii. Amount subcontracted to small business.
 - viii. Details of efforts and successes in complying with the clauses(s) of Federal contracts.
 - ix. Explanation for no prior performance information.

6.4 RATING GUIDELINES FOR FACTOR 4 – SMALL BUSINESS

RATINGS	DESCRIPTION
Outstanding	Proposal indicates an exceptional approach and understanding of the small business objectives.
Good	Proposal indicates an adequate approach and understanding of small business objectives.
Acceptable	Proposal indicates an adequate approach and understanding of the small business objectives.
Marginal	Proposal has not demonstrated an adequate approach and understanding of the small business objectives.
Unacceptable	Proposal does not meet small business objectives.

The government will not award to an Offeror that receives an unacceptable rating in this factor.

7.0 VOLUME 3 – FACTOR 5 – PRICE AND PRO FORMA INFORMATION

GENERAL: Submit the Pro Forma information in a separate electronic file labeled: "Volume 3 – Pro Forma Requirements."

7.1 VOLUME 3 TAB A – PRICE (STANDARD FORM 1442 AND CONTRACT LINE ITEM SCHEDULE)

Submission Requirements: Submit the properly filled out and executed SF 1442, along with the CLIN Schedule, containing proposed line item and total pricing, as well as the proposed contract duration. The base contract price plus options items will be the total evaluated price (TEP). This price will be used for the purposes of tradeoff.

- 7.1.1 Price will not be rated or scored, but will be evaluated for fairness and reasonableness through the use of a price analysis by the Price Evaluation Board (PEB). The PEB will also check for appearance of unbalanced line item prices. 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. Both parties shall presume that field overhead costs through the proposed contract duration are inclusive in the offered price for the contract.
- 7.1.2 Supplemental Cost Breakdown. In the event of Discussions, the Government may request a cost breakdown of the Contract Line items in a sealed envelope marked "Cost Breakdown Information", in Excel format. If required, the Government will provide details for the preparation of the cost breakdown. This information is not an opportunity for an Offeror to revise its non-price or price proposal. If deemed necessary, the supplemental price breakdown information will be used to assist the Government in performing the price evaluations described above.
- 7.1.3 The Government reserves the right to accept other than the lowest priced offer or to reject all offers. The Government will not award a contract to an Offeror whose proposal contains a deficiency, as defined in FAR 15.001. If there is a lower priced, conforming offer(s), the Source Selection Official must determine that the added value of a more expensive proposal (within an acceptable range) would justify award to that Offeror.

7.2 VOLUME 3 – TAB B – BID GUARANTEE

- 7.2.1 Submission Requirements: Submit the Bid Bond in accordance with the solicitation request for proposals. If the Offeror cannot provide a Bid Guarantee in accordance with FAR 52.228-1, the Offeror's proposal may be rejected as ineligible for award.
- 7.2.2 Evaluation Requirements: This item is not rated. The Government will review the Bid Bond for legal sufficiency. The Bond must be legally sufficient.

7.3 VOLUME 3 TAB C – SELF-PERFORMED WORK

- 7.3.1 Submission Requirements: The Firm shall confirm that it understands and that it shall perform the amount of work required to be self-performed, in accordance with the appropriate clause in Section 00 70 00 that applies to the contract performance.
- 7.3.2 Evaluation Requirements: This item is not rated. In order to assure adequate interest in and supervision of all work, the Contractor shall be required to perform a significant part of the contract with its own forces. This public policy is expressed in various Statutes, as well as in the Federal Acquisition Regulations and in the Small Business Administration Code of Federal Regulations. The Firm must confirm that it understands the amount of work performed, based on the status of the firm, and that it will self-perform the required amount of work with its own forces. For purposes of these clauses, work that is performed off-site, such as factory fabrication or factory assembly of modules, or direct design work, may also be taken into account as self-performed work.

7.4 TAB D - REQUIRED PRE-AWARD INFORMATION

7.4.1 Submission Requirements:

Submit this information for the Contracting Officer's determination of Offeror responsibility, which includes, but is not limited to the following:

(1) A list of present commitments, including the dollar value thereof, and name of the organization under which the work is being performed. Include names and telephone numbers of personnel within each organization who are familiar with the prospective contractor's performance.

(2) A certified statement listing; (1) each contract awarded within the preceding three month period exceeding \$1,000,000.00 in value with a brief description of the contract; and (2) each contract awarded within the preceding three year period not already physically completed and exceeding \$3,500,000.00 in value with a brief description of the contract.

(3) If the prospective contractor is a joint venture, each joint venture member will be required to submit the above defined certification.

One copy of the following information shall be provided:

(4) Proof of Financial Ability (Most recent financial statement covering assets and liabilities)

(5) Number of years the firm has been in business

(6) Name, address and telephone number of firm's bonding company

(7) Information showing Offeror's bond-ability for this project. Include the bond rate.

(8) Name, address and telephone numbers of two credit/trade references.

7.5 TAB E – REPRESENTATIONS & CERTIFICATIONS

SUBMISSION REQUIREMENTS: Confirm that the Offeror's representations and certifications have been completed and are up to date on the beta.sam website and also include hard copies under this Tab.

EVALUATION CRITERIA: The representations and certifications submitted under this tab and online will be reviewed to ensure the Offeror's representations are consistent, accurate, and in accordance with regulation. It will not be rated.

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

ATTACHMENT 1 - PROPOSAL DATA SHEET

(1) Name of Solicitation:

(2) Name of Firm

Address:

Phone:

Fax:

E-mail:

DUNS # (used for accessing CPARS)

Also provide any other assigned number that identifies the member firm(s) in the ACASS or CCASS databases. If a separate DUNS has been created for a joint venture

(J-V) it must also be submitted. Provide a DUNS number for each company identified in any proposed Contractor-subcontractor association of firms. If the firm is a joint venture or contractor-subcontractor association of firms, list the individual firms and briefly describe the nature of the association. Provide DUNS for each.

Firm 1:

Firm 2:

Firm 3:

Nature of Association:

(3) AUTHORIZED NEGOTIATORS. FAR 52.215-11

The Offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this Request for Proposals (RFP).

[List names, titles, and telephone number of the authorized negotiator.]

Name of Person Authorized to Negotiate:

Negotiator's Address:

Negotiator's Telephone:

Negotiator's E-mail:

ATTACHMENT 2 – PAST PERFORMANCE QUESTIONNAIRE (PPQ)**NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)****CONTRACT INFORMATION (Contractor to complete Blocks 1-4)**

1. Contractor Information				
Firm Name:		CAGE Code:		
Address:				
Phone Number:				
Email Address:				
Point of Contact:		Contact Phone Number:		
2. Work Performed as:				
	Prime Contractor	Sub Contractor	Joint Venture	Other (Explain)
Percent of project work performed:				
If subcontractor, who was the prime (Name/Phone #):				
3. Contract Information				
Contract Number:				
Delivery/Task Order Number (if applicable):				
Contract Type:	Firm Fixed Price	Cost Reimbursement	Other (Please specify):	
Contract Title:				
Contract Location:				
Award Date (mm/dd/yy):				
Contract Completion Date (mm/dd/yy):				
Actual Completion Date (mm/dd/yy):				
Explain Differences:				
Original Contract Price (Award Amount):				
Final Contract Price (to include all modifications, if applicable):				
Explain Differences:				
4. Project Description:				
Complexity of Work <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 OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO USACE WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON USACE SOLICITATIONS. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO USACE. PLEASE CONTACT THE OFFEROR FOR USACE POC INFORMATION. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.

ATTACHMENT 2 – PAST PERFORMANCE QUESTIONNAIRE (PPQ) (cont.)

*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.

ATTACHMENT 2 – PAST PERFORMANCE QUESTIONNAIRE (PPQ) (cont.)

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	VG	S	M	U	N
b) Ability to meet quality standards specified for technical performance	E	VG	S	M	U	N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E	VG	S	M	U	N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E	VG	S	M	U	N
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	VG	S	M	U	N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E	VG	S	M	U	N
3. CUSTOMER SATISFACTION:						
a) To what extent were the end users satisfied with the project?	E	VG	S	M	U	N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E	VG	S	M	U	N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E	VG	S	M	U	N
d) Overall customer satisfaction	E	VG	S	M	U	N
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

ATTACHMENT 2 – PAST PERFORMANCE QUESTIONNAIRE (PPQ) (cont.)

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 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)	E VG S M U N
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, Engineer-in-Charge, or Contracting Officer in a timely manner regarding urgent contractual issues).	E VG S M U N
b) Compliance with contractual terms/provisions (<i>explain if specific issues</i>)	E VG S M U N
c) Would you hire or work with this firm again? (<i>If no, please explain below</i>)	Yes No
d) In summary, provide an overall rating for the work performed by this contractor.	E VG S M U N

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

**ATTACHMENT 3 - SPECIALIZED
EXPERIENCE
PRIME CONTRACTOR OR KEY
SUBCONTRACTOR**

Provide the following information to show examples of projects your company constructed within the last **seven** years indicating experience with projects of similar type and scope. Use one form per project.

Type of Facility Represented

Your Firm's Name:

Name of Project

Location of Project

Owner

General Scope of Construction Project

Your Role (Prime, Joint Venture, or Subcontractor, etc.) and Work Your Company Self-Performed:

Construction Cost

Did this project include LEED (Bronze, Silver, Gold or Platinum)

Percent of Work Self Performed

Extent and Type of Work You Subcontracted Out

Dates Construction: Began _____ Completed _____

Your Performance Evaluation by Owner, if known

Were You Terminated or Assessed Liquidated Damages?

(If either is "Yes", attach an Explanation)

Owner's Point of Contact for Reference(Name and Company)

Current Telephone Number of Reference

ATTACHMENT 4 - SMALL BUSINESS PARTICIPTION PLAN

SMALL BUSINESS PARTICIPTION PLAN PROPOSAL FORMAT: The Small Business Participation Plan (SBPP) proposal format is designed to streamline and bring uniformity to responses and evaluations for Small Business Participation (FAR 15.304 and DFARS PGI 215.304). The format provides clarity in that it is distinctly different than the Small Business Subcontracting Plan required for large businesses only (FAR 52.219-9 and AFARS Appendix DD). Do not submit a hybrid plan that includes a combination of elements from a SBPP (IAW DFARS PGI 215.304) and elements of a Subcontracting Plan (IAW FAR 52.219-9/AFARS Appendix DD).

All Offerors (**both large and small businesses**) are required to complete a Small Business Participation Plan proposal. 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 format below is to be utilized for the SBPP Proposal, but does not preclude Offerors from providing additional information that further demonstrates their extent of commitments to small businesses presently and in the past. Offerors must comply with all elements spelled out with Submission Requirements listed above and information requested within the SBPP Proposal Format.

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

- ☐ Large Prime
- ☐ Historically Black Colleges or Universities and Minority Institutions (HBCU/MI) or
- ☐ Small Business Prime; also categorized as a
- ☐ Small Disadvantaged Business (SDB)
- ☐ Woman-Owned Small Business (WOSB)
- ☐ Historically Underutilized Business Zone (HUBZone)
- ☐ Veteran-Owned Small Business (VOSB)
- ☐ Service-Disabled Veteran-Owned Small Business (SDVOSB)

(b) Submit the total combined dollar value and percentage 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):

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

The SBEB will use the information provided within this section to assess an Offerors compliance of item (d) as described under how the government will evaluate, SBPP Submission Requirements and respond accordingly.

Total Percentage Planned for Large Business(es) _____ % = \$ _____

Total Percentage Planned for Small Business(es) _____ % = \$ _____

**When combined,
Large and Small
Business totals must
= 100%**

100% = \$ _____

(c) Please indicate the total percentage (%) and dollar value of participation to be performed by each type of subcategory small business. Not doing so will result in a weakness. The percentage of work performed by small businesses that qualify in multiple small business categories may be counted in each category:

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

Provide both the percentage and total dollars to be performed by small businesses to ensure consistency for evaluation purposes. Not doing so will result in a weakness.

Small Businesses	% of Total Acquisition Value (TAV)	Corresponding Dollars
Small Disadvantaged Business	_____ %	\$ _____
Woman Owned Small Business	_____ %	\$ _____
HUBZone Small Business	_____ %	\$ _____
Veteran-Owned Small Business	_____ %	\$ _____
Service-Disabled Veteran-Owned Small Business	_____ %	\$ _____
HBCU/Minority Institutions* (Aspirational goal)	_____ %	\$ _____

(d) 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.

The SBEB will use the information provided under this section to assess (1) the extent to which such firms are specifically identified in proposals as referenced within item (a) and (2) complexity and variety of the work small firms are to perform as described within item (c) of how the government will evaluate, SBPP Submission Criteria.

Example: If a Small Business qualifies also as a WOSB and a SDVOSB, and you can add them to each category below in which they qualify.

Offerors are not limited to the space provided below.

	Name of Company (Include CAGE Code)	Anticipated NAICS Code for Each Subcontractor (1)	Type of Service/Service
Prime Offeror:	_____	_____	

Large Business: _____

Small Business: _____

SDB: _____

WOSB: _____

HUBZone Small: _____

VOSB: _____

SDVOSB: _____

HBCU/MI: _____

Notes:

(1) 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.

(e) Describe the extent of commitment to use small businesses (for example, what types of commitments if any are in place for this specific acquisition either – small business prime, written contract, verbal, enforceable, non- enforceable, joint venture, 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 binder. See item (b) under how the government will evaluate, SBPP Submission Requirements and respond accordingly.

(f) Utilization of Small Business: Extent of small business subcontracting compliance/business relations –e.g. record of complying with requirements of FAR Clauses 52.219-8 and 52.219-9. See item (e) under how the government will evaluate, SBPP Submission Requirements and respond accordingly.

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.215-2	Audit and Records--Negotiation	JUN 2020

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52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2017)

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

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized

to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance

poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA -- MODIFICATIONS (JUN 2020)

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth in Federal Acquisition Regulation (FAR) 15.403-4(a)(1) on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in paragraphs (a)(1)(i) and (ii) of this clause. If the threshold for submission of certified cost or pricing data specified in FAR 15.403-4(a)(1) is adjusted for inflation as set forth in FAR 1.109(a), then pursuant to FAR 1.109(d) the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If--

(1) The original contract or subcontract was granted an exception from certified cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a

contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the Contractor is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The Contractor shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of provision)

52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS--SECONDARY SITE OF THE WORK (MAY 2014)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of provision)

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

Chief of Contracting

Francis.Cashmann@usace.army.mil

(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)

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

SEE DIVISION 1 SPECS

(End of clause)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (FEB 1995)

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

(b) An organized site visit has been scheduled for--
20 April 2021 at 10:00AM EST.

(c) Participants will meet in front of --
605 Cullum Road
West Point, NY 10996

All attendees will need to follow current COVID protocols.
Contractors will need to process through the visitor's center.
All attendees will be required to wear masks.
Contractor's should also limit the number of attendees to the extent possible.

NOTE: Please arrive early enough and proceed to the Visitor Center to receive background check and be issued a temporary one day visitor pass.

(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/far>

(End of provision)

Section 00 40 00 - Procurement Forms and Supplements

CLAUSES INCORPORATED BY REFERENCE

52.223-22	Public Disclosure of Greenhouse Gas Emissions and Reduction Goals -- Representation.	DEC 2016
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CLAUSES INCORPORATED BY REFERENCE

CLAUSES INCORPORATED BY FULL TEXT

(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 will be performed in the United States or its outlying areas.

(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 will be performed in the United States or its outlying areas.

(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 items.

(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 I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.

(D) If the acquisition value is \$83,099 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
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.204-20 Predecessor of Offeror (AUG 2020)

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

Commercial and Government Entity (CAGE) code means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it [] is or [] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated "is" in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark "Unknown").

Predecessor legal name: ____.

(Do not use a "doing business as" name).

(End of provision)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (OCT 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(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.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(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)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (OCT 2020)

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) 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".

(c) Representations.

(1) The Offeror represents that it [____] does, [____] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(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 any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror () has () does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (APR 2020)

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) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

(iii) 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.

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

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

(vi) 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.

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

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

(ix) 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 Web site 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 Clause #	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)

252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES -- REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, covered defense telecommunications equipment or services has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(b) 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 defense telecommunications equipment or services”.

(c) Representation. The Offeror represents that it [] does, [] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (DEC 2019)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it “does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.”

(a) Definitions. Covered defense telecommunications equipment or services, covered mission, critical technology, and substantial or essential component, as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service to carry out

covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it “does” provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it ☐ will ☐ will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it “will provide covered defense telecommunications equipment or services,” the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

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

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

Section 00 70 00 - Conditions of the Contract

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	N/A
0002AA	N/A	N/A	N/A	Government
0002AB	N/A	N/A	N/A	Government
0002AC	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	N/A
0006AA	N/A	N/A	N/A	Government
0006AB	N/A	N/A	N/A	Government
0006AC	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	Government
0010	N/A	N/A	N/A	Government
0011	N/A	N/A	N/A	Government
0012	N/A	N/A	N/A	Government
0013	N/A	N/A	N/A	Government
0014	N/A	N/A	N/A	Government
0015	N/A	N/A	N/A	Government
0016	N/A	N/A	N/A	Government
0017	N/A	N/A	N/A	Government

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
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
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	JUN 2020
52.203-14	Display of Hotline Poster(s)	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.204-2 Alt II	Security Requirements (Aug 1996) - Alternate II	APR 1984

52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	OCT 2020
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	AUG 2020
52.204-26	Covered Telecommunications Equipment or Services-- Representation.	OCT 2020
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUN 2020
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
52.209-12	Certification Regarding Tax Matters	OCT 2020
52.210-1	Market Research	JUN 2020
52.211-13	Time Extensions	SEP 2000
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
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	JUN 2020
52.217-5	Evaluation Of Options	JUL 1990
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	MAR 2020
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-9 Alt I	Small Business Subcontracting Plan (JUN 2020) Alternate I	NOV 2016
52.219-14	Limitations On Subcontracting	MAR 2020
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
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
52.222-6	Construction Wage Rate Requirements	AUG 2018
52.222-7	Withholding of Funds	MAY 2014
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
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 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
52.222-36	Equal Opportunity for Workers with Disabilities	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	OCT 2020
52.222-54	Employment Eligibility Verification	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
52.223-1	Biobased Product Certification	MAY 2012
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-4	Recovered Material Certification	MAY 2008
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.223-22	Public Disclosure of Greenhouse Gas Emissions and Reduction Goals -- Representation.	DEC 2016
52.224-3	Privacy Training	JAN 2017
52.225-11	Buy American--Construction Materials Under Trade Agreements	JAN 2021
52.225-12	Notice of Buy American Requirement - Construction Materials Under Trade Agreements	MAY 2014
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	JUN 2020
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	AUG 2018
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 2014
52.228-14	Irrevocable Letter of Credit	NOV 2014
52.228-15	Performance and Payment Bonds--Construction	JUN 2020
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-17	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	DEC 2013
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
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
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
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.236-28	Preparation of Proposals--Construction	OCT 1997
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.244-6	Subcontracts for Commercial Items	OCT 2020
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.247-34	F.O.B. Destination	NOV 1991
52.248-3	Value Engineering--Construction	OCT 2020
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.252-4	Alterations in Contract	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7004	Display of Hotline Posters	AUG 2019
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7006	Billing Instructions	OCT 2005
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016

252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	NOV 2020
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	NOV 2020
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
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
252.209-7999 (Dev)	Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law (Deviation)	JAN 2012
252.215-7008	Only One Offer	JUL 2019
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	DEC 2019
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7012	Preference For Certain Domestic Commodities	DEC 2017
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7020	Rights In Special Works	JUN 1995
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7023	Drawings and Other Data to become Property of Government	MAR 1979
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7033	Rights in Shop Drawings	APR 1966
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7004	DOD Progress Payment Rates	OCT 2014
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012

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 5 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 730 calendar days.

(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 \$5,400.00 for each calendar day of delay until the work is completed or accepted for first tier and \$1,350.00 for each calendar day of delay until the work is completed or accepted for second tier.

(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)

52.222-8 PAYROLLS AND BASIC RECORDS (AUG 2018)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) (Construction Wage Rate Requirement statute)), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Construction Wage Rate Requirements, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B), the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph(a) of this clause, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be obtained from the U.S. Department of Labor Wage and Hour Division website at <http://www.dol.gov/whd/forms/wh347.pdf>. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Contracting Officer, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Prime Contractor to require a subcontractor to provide addresses and social security numbers to the Prime Contractor for its own records, without weekly submission to the Contracting Officer.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(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
17%	6.9%

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

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform

throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

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

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

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

(End of provision)

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

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

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

- (1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and
- (2) Submit this estimate to (Contracting Officer complete in accordance with agency procedures).

(End of clause)

52.228-1 BID GUARANTEE (SEP 1996)

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

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

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

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

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

(End of provision)

52.232-16 PROGRESS PAYMENTS (JUN 2020)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under Federal Acquisition Regulation (FAR) 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

- (i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.
- (ii) Costs incurred by subcontractors or suppliers.
- (iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.
- (iv) Payments made or amounts payable to subcontractors or suppliers, except for --
 - (A) Completed work, including partial deliveries, to which the Contractor has acquired title; and
 - (B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.
- (5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor
 - (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.
- (6) The total amount of progress payments shall not exceed 80 percent of the total contract price.
- (7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.
- (8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.
- (9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.
- (b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.
- (c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:
 - (1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) of this clause).
 - (2) Performance of this contract is endangered by the Contractor's --
 - (i) Failure to make progress or
 - (ii) Unsatisfactory financial condition.
 - (3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) of this clause, and that rate is less than the progress payment rate stated in subparagraph (a)(1) of this clause.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (d) (2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly

assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports, forms, and access to records. (1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to--

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments--

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite--delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(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 forty 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)

52.252-2 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/>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(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 Defense Federal Regulation Supplement (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(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:

SEE DIVISION 1 SPECS

(End of clause)

Section 00 72 00 - General Conditions

CLAUSES INCORPORATED BY REFERENCE

52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	AUG 2020
52.209-12	Certification Regarding Tax Matters	OCT 2020
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016

Section 00 73 00 - Supplementary Conditions

DETERMINATIONS & REQUIREMENTSWAGE DETERMINATION

A U.S. Department of Labor Wage Determination has been included, titled: General Wage Decision NY20210007 dated 04/02/2021. For Construction contracts the wage rate is located at the end of this document. If a U.S. Department of Labor Wage Determination has not been included, it should be added by amendment prior to the date set for receipt of bids/proposals. In the event a Department of Labor Wage Rate has not been attached to this contract, neither the contractor nor any subcontractor under the contract shall pay any of his employees performing work under the contract (regardless of whether they are service employees) less than minimum wage specified by Section 6(a)(1) of the Fair Labor Standards Act, as amended.

AT-OPSEC REQUIREMENTS

Pre-screen Candidates Using E-Verify Program – The Contractor must pre-screen Candidates using the E-Verify Program (<http://www.uscis.gov/e-verify>) website to meet the established employment eligibility requirements. The Vendor must ensure that the Candidate has two valid forms of Government issued identification prior to enrollment to ensure the correct information is entered into the E-Verify system. An initial list of verified/eligible Candidates must be provided to the COR no later than 3 business days after the initial contract award.

WAGE RATES

"General Decision Number: NY20210007 04/02/2021

Superseded General Decision Number: NY20200007

State: New York JN 4/5/2021

Construction Types: Building, Heavy and Highway

Counties: Dutchess, Orange, Sullivan and Ulster Counties in New York.

BUILDING CONSTRUCTION PROJECTS FOR ALL COUNTIES EXCEPT SULLIVAN (does not include single family homes and apartment up to and including 4 stories), HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 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 calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is

higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	03/12/2021
2	04/02/2021

ASBE0040-003 05/01/2020

SULLIVAN AND ULSTER COUNTIES

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER		
Duties limited to		
preparation wetting;		
stripping; removal;		
scrapping; vacuuming;		
bagging; and disposing of		
all insulation materials		
whether they contain		
asbestos or not from		
mechanical systems.....	\$ 36.36	22.76
Insulator/asbestos worker		
(includes application of		
all insulating materials,		
protective coverings,		
coatings and finishes to		
all types of mechanical		
systems).....	\$ 36.36	22.76

ASBE0091-002 05/27/2019

DUTCHESS AND ORANGE COUNTIES

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER		
Duties limited to		
preparation, wetting,		
stripping, removal		
scrapping, vacuuming,		
bagging and disposing of		
all insulation materials;		
whether they contain		
asbestos or not from		
mechancial systems.....	\$ 42.62	40.85

Insulator/asbestos worker
 (Includes application of
 all insulating materials,
 protective coverings,
 coatings, and finishes to
 all types of mechanical
 systems).....\$ 42.62 40.85

 BOIL0005-001 01/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 55.23	33%+24.12+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Thanksgiving Day, Memorial
 Day, Independence Day, Labor Day and Good Friday, Friday
 after Thanksgiving, Christmas Eve Day and New Year's Eve

 BRNY0005-001 06/01/2019

	Rates	Fringes
BRICKLAYER (BUILDING CONSTRUCTION) DUTCHESS, ORANGE (Excluding the town of Tuxedo) and ULSTER COUNTIES Bricklayers, Cement Masons, Plasterers, Stone Masons.....	\$ 42.09	34.50
ORANGE COUNTY (Town of Tuxedo) Bricklayers, Cement Masons, Plasterers, Stone Masons.....	\$ 42.59	34.50
BRICKLAYER (HEAVY CONSTRUCTION) DUTCHESS, ORANGE (Excluding the town of Tuxedo) and ULSTER COUNTIES Bricklayers, Cement Masons, Plasterers, Stone Masons.....	\$ 41.31	33.94
ORANGE COUNTY (Town of Tuxedo) Bricklayers, Cement Masons, Plasterers, Stone Masons.....	\$ 42.59	34.50
BRICKLAYER (HIGHWAY CONSTRUCTION) DUTCHESS, ORANGE (Excluding the town of Tuxedo), SULLIVAN and		

ULSTER COUNTIES

Bricklayers, Cement

Masons, Plasterers, Stone

Masons.....\$ 42.59 34.50

CARP0279-005 07/01/2019

Rates

Fringes

Carpenters:

BUILDING CONSTRUCTION

Carpenters, Millwrights,

Pile Drivers.....\$ 38.09 29.08

HEAVY & HIGHWAY

CONSTRUCTION

Carpenters, Millwrights,

Pile Drivers.....\$ 38.09 29.08

CARP0740-002 07/01/2020

DUTCHESS AND ORANGE COUNTIES

Rates

Fringes

MILLWRIGHT.....\$ 44.25 39.91

CARP1556-005 07/01/2020

DUTCHESS AND ORANGE COUNTIES

Rates

Fringes

Diver Tender.....\$ 50.34 51.79

Diver.....\$ 70.80 51.79

Dock Builder & Piledrivermen.....\$ 55.93 51.79

* ELEC0363-001 04/01/2021

Rates

Fringes

ELECTRICIAN

DUTCHESS (Remaining

Townships), ULSTER AND

SULLIVAN COUNTIES.....\$ 43.00 3%+33.67+a

ORANGE and DUTCHESS

(Townships of Fishkill,

East Fishkill and Beacon)

COUNTIES.....\$ 47.00 3%+33.67+a

FOOTNOTE:

a. Paid Holidays: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day

ELEC1249-002 05/04/2020

	Rates	Fringes
ELECTRICIAN (LINE CONSTRUCTION-LIGHTING AND TRAFFIC SIGNAL INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY FOR THE TRAFFIC SIGNAL SYSTEMS, AND TRAFFIC MONITORING SYSTEMS, ROAD WEATHER INFORMATION SYSTEMS)		
Flagman.....	\$ 28.49	6.75%+33.90
Groundman (Digging Machine Operator).....	\$ 42.73	6.75%+33.90
Groundman (Truck Driver)....	\$ 37.98	6.75%+33.90
Groundman Truck Driver (Tractor Trailer Unit).....	\$ 40.36	6.75%+33.90
Lineman and Technician.....	\$ 47.48	6.75%+33.90
Mechanic.....	\$ 37.98	6.75%+33.90

PAID HOLIDAYS:

a. Memorial Day, New Year's Day, President's Day, Good Friday, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

ELEC1249-004 05/04/2020

	Rates	Fringes
ELECTRICIAN (Line Construction) Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire, fiber optic shield wire or any other like product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities :		
Flagman.....	\$ 32.10	6.75%+33.90
Groundman digging machine operator.....	\$ 48.15	6.75%+33.90
Groundman truck driver (tractor trailer unit).....	\$ 45.48	6.75%+33.90

Groundman Truck driver.....	\$ 42.80	6.75%+33.90
Lineman and Technician.....	\$ 53.50	6.75%+33.90
Mechanic.....	\$ 42.80	6.75%+33.90
Substation:		
Cable Splicer.....	\$ 58.85	6.75%+33.90
Flagman.....	\$ 32.10	6.75%+33.90
Ground man truck driver....	\$ 42.80	6.75%+33.90
Groundman digging machine operator.....	\$ 48.15	6.75%+33.90
Groundman truck driver (tractor trailer unit).....	\$ 45.48	6.75%+33.90
Lineman & Technician.....	\$ 53.50	6.75%+33.90
Mechanic.....	\$ 42.80	6.75%+33.90
Switching structures; railroad catenary installation and maintenance, third rail type underground fluid or gas filled transmission conduit and cable installations (including any and all fiber optic ground product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities), pipetype cable installation and maintenance jobs or projects, and maintenance bonding of rails; Pipetype cable installation		
Cable Splicer.....	\$ 60.30	6.75%+33.90
Flagman.....	\$ 32.89	6.75%+33.90
Groundman Digging Machine Operator.....	\$ 49.34	6.75%+33.90
Groundman Truck Driver (tractor-trailer unit).....	\$ 46.60	6.75%+33.90
Groundman Truck Driver.....	\$ 43.86	6.75%+33.90
Lineman & Technician.....	\$ 54.82	6.75%+33.90
Mechanic.....	\$ 43.86	6.75%+33.90

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

ELEC1249-005 05/06/2019

SULLIVAN COUNTY

	Rates	Fringes
ELECTRICIAN (LIGHTING AND TRAFFIC SIGNAL LINEMAN INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY FOR THE TRAFFIC SIGNAL SYSTEM, TRAFFIC MONITORING SYSTEMS AND ROAD WEATHER INFORMATION SYSTEMS.)		
Flagman.....	\$ 27.00	6.75%+24.15
Groundman (Digging Machine Operator).....	\$ 40.50	6.75%+24.15
Groundman (Truck Driver)....	\$ 36.00	6.75%+24.15
Groundman Truck Driver (tractor trailer unit).....	\$ 36.00	6.75%+24.15
Lineman & Technician.....	\$ 45.00	6.75%+24.15
Mechanic.....	\$ 36.00	6.75%+24.15

FOOTNOTE:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus President's Day, Good Friday, Decoration Day, Election Day for the President of the United States and Election Day for the Governor of the State of New York, provided the employee works the day before or the day after the holiday.

* ELEC1249-008 01/03/2021

	Rates	Fringes
ELECTRICIAN (Line Construction) TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT		
Cable splicer.....	\$ 34.78	3%+5.14
Groundman.....	\$ 17.50	3%+5.14
Installer Repairman- Teledata Lineman/Technician- Equipment Operator.....	\$ 33.01	3%+5.14
Tree Trimmer.....	\$ 27.36	3%+9.98

a. New Year's Day, President's Day, Good Friday, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

ELEV0138-001 01/01/2020

	Rates	Fringes
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ELEVATOR MECHANIC.....\$ 60.49 34.765+a+b

FOOTNOTE:

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

 ENGI0106-004 07/01/2018

NORTHERN PART OF DUTCHESS (To The Northern Boundary line of the City of Poughkeepsie)

	Rates	Fringes
Power Equipment Operator		
HEAVY & HIGHWAY		
GROUP 1.....	\$ 43.47	26.05+a
GROUP 2.....	\$ 42.56	26.05+a
GROUP 3.....	\$ 39.99	26.05+a
GROUP 4.....	\$ 47.47	26.05+a
GROUP 5.....	\$ 46.47	26.05+a
GROUP 6.....	\$ 45.47	26.05+a
GROUP 7.....	\$ 45.08	26.05+a

POWER EQUIPMENT OPERATORS HEAVY & HIGHWAY CLASSIFICATIONS

GROUP 1: Asphalt Curb Machine, Self Propelled, Slipform, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck , Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine, Self Propelled, Slipform, Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All Purpose Hydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.) Quad 9, Quarry Master (or equivalent), Scraper, Fireman, Form Tamper, Grout Pump, Guniting Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker, ride-on, Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement, Shovel, Side Boom, Slip Form Paver, Tractor Drawn, BeltType Loader, Truck or Trailer Mounted Log , Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

GROUP 2: Asphalt Paver, Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage Hoist, Central Mix Plant (NonAutomated) and All Concrete Batching Plants, Cherry Picker (5 tons capacity and under), Concrete Paver (Over 16S), Crawler Drill, Self-contained, Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders, L.C.M. Work Boat Operator, Locomotive Mixer (for stabilized base selfpropelled), Monorail Machine, Plant Engineer, Profiler (105 H.P. and under), Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinus Widener, Roller (Grade and Fill), Scarifier, ride-on, Shell Winder, Skid steer loader (Bobcat or similar), Span-Saw, ride-on, Steam Cleaner, Pug Mill, Pump Crete Ready Mix Concrete Plant Refrigeration Equipment (for soil stabilization) Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill, Excluding Air-Track Type Drill, Skidder, Tractor with Dozer and/or Pusher, Trencher. Tugger Hoist, Vermeer saw (ride on, any size or type), Winch, Winch Cat

GROUP 3: A Frame Winch Hoist on Truck , Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving, Machine (ride on), Ballast Regulator, Ride-on Boiler (used in conjunction with production), Bituminous Heater, self-propelled, Boat (powered), Cement and Bin Operator, Compressors, Dust Collectors, Fork Lift, Generators, Pumps, Welding Machines, Light Plants, Heaters (hands-off equipment), Concrete Pavement Spreader and Finisher, Concrete Paver or Mixer (16S and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill, (Core), Drill, (Well,) Farm Tractor with accessories, Fine Grade Machine, Tamper, ride-on, Tie Extractor, ride-on, Tie Handler, ride-on, Tie Insertter, ride-on, Tie Spacer, ride-on, Tire Repair, Track Liner, ride-on, Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point

GROUP 4: Tower Cranes

GROUP 5: Cranes 50 tons and over

GROUP 6: Cranes 49 tons and below

GROUP 7: Master Mechanic

FOOTNOTES:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day

 ENGI0106-008 07/01/2018

NORTHERN PART OF DUTCHESS (TO THE NORTHERN BOUNDARY LINE OF THE
 CITY OF POUGHKEEPSIE) BUILDING CONSTRUCTION

	Rates	Fringes
Power equipment operators:		
GROUP A(1).....	\$ 43.79	25.70+a
1.....	\$ 45.04	25.70+a
2.....	\$ 46.04	25.70+a
GROUP A.....	\$ 43.30	25.70+a
GROUP B.....	\$ 42.28	25.70+a
GROUP C.....	\$ 39.38	25.70+a

Hazardous work - Anytime Operating Engineers are involved
 with level C or above, \$2.50 per hour over regular rate.

FOOTNOTE:

a. Paid Holiday: New Year's Day, Memorial Day, Independence
 Day, Labor Day, Thanksgiving Day, Christmas Day

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP A(1): Crane, hydraulic cranes, tower crane, locomotive
 crane, piledriver, cableway, derricks, whirlies, dragline,
 boom truck (over 5 tons)

GROUP A(1): Crane Premiums

- 1 over 150' :add \$1.00
- 2 over 200': add \$2.00

GROUP A: Shovel, All excavator (except tractor mounted
 rubber tired John Deere 510 or smaller), gradalls, power
 road grader, all CMI equipment, front-end rubber tire
 loader, tractor-mounted drill (quarry master), mucking
 machine, concrete central mix plant, concrete pump,
 Belcrete system, automated asphalt concrete plant and
 tractor road paver, boom truck (5 tons and under).

GROUP B: Backhoe, (tractor mounted rubber tired equivalent
 to John Deere 510 or less), bulldozer, pushcat, tractor,
 traxcavator, scraper, LeTourneau grader, form fine grader,
 road roller, blacktop roller, blacktop spreader, power
 brooms, sweepers, trenching machine, Barber Green loader,
 side booms, hydrohammer, concrete spreader, concrete
 finishing machine, one drum hoist, power hosting (single
 drum), hoist - two drum or more, three drum engine, power
 hoisting (two drum and over), two drum and swinging engine,
 three drum swinging engine, hod hoist, A-L frame winches,
 cord and well drillers (one drum), post hole digger, model

CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinkey locomotive, skid steer loader, track excavator 5/8 cu. yd. or smaller.

GROUP C: Fork lift, high lift, lull, Oiler, fireman and heavy- duty greaser, boilers, and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, concrete pumps, electric submersible pump 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer and belcrete power pack (belcrete system), seeding, and mulching machines, pumps.

ENGI0137-001 03/06/2017

DUTCHESS COUNTY (POUGHKEEPSIE AND SOUTH THEREOF)

BUILDING CONSTRUCTION

	Rates	Fringes
Power Equipment Operator		
GROUP 1A.....	\$ 53.95	28.52+a
GROUP 1B.....	\$ 49.68	28.52+a
GROUP 2A.....	\$ 52.03	28.52+a
GROUP 3A.....	\$ 50.11	28.52+a
GROUP 3B.....	\$ 47.67	28.52+a
GROUP 4A.....	\$ 49.60	28.52+a
GROUP 4B.....	\$ 41.85	28.52+a
GROUP 5.....	\$ 45.17	28.52+a
GROUP 5A.....	\$ 56.63	28.52+a
GROUP 5B.....	\$ 42.83	28.52+a
GROUP 6.....	\$ 44.92	28.52+a

NOTES: Hazmat: 20% above regular rate
Pumping operation Premium .50

Crane Operators (100-149 ft) 2.00

Crane Operators (149 ft +) 3.00

Loader Operators (over 5 cu y) .50

Shovel Operators (over 4 cu yd) 1.00

FOOTNOTE:

a. New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus Lincoln's Birthday, Washington's Birthday, Good Friday, Columbus Day, November Election Day, Veteran's Day.

POWER EQUIPMENT OPERATORS CLASSIFICATION

GROUP 1-A: Carrier- trailer horse; concret-portable hoist; crane & hoist engineer-steel (concrete, material, super

structure sub- structure); derrick (stone-steel); elevator & cage; hoist- single/double or triple drum; hoist-portable mobile unit; hoist engineer-concert (crane-derrick-mine hoist); hoist engineer- material; overhead crane; power house plant; telephies (cableway); whirly; maintenance engineer; Lull hilift or similar; hydraulic crane 25 ton and over; cherry picker 25 tons and over; backhoe Oliver 88; fordson; dynahoe; dual purpose and similar machines; Barber Green Loader-euclid loader or similar type; conway or similar mucking macking machines; dragline; gradall; shovel; backhoe etc. (crawler or truck); front end loaders; hydraulic boom; jersey spreader; lift slab console; letournequ or tounapull (scrapers over 20 yds struck); mucking machines; pavement breaker (air ram); paver (concrete); road boring machine; road mix machines; ross carrier and similar machines; post hole digger; shovel (tunnels); side boom; spreader (asphalt); scoopmobile-tractor-shovel over 1 1/2 yds. trenching machines vermeer concrete saw trencher and similar; tractor type demolition equipment; winch truck (a frame); hydraulic crane over 10 ton up to 25 ton); cherry picker over 10 ton up to 25 ton)

GROUP 1-B: Compressor (steel erection); pulse meter and push button buzz box; elevator; mechanic (outside) all types; welder; scrapers 20 yds struck and under; machine pulling sheep's foot roller; vibratory rollers; roller 4 tons and over.

GROUP 2-A: Compactor self-propelled; grader; bulldoze D7 and similar tractors with a draw bar horsepower of 100 or over; bulldozer D6 and under; welder; scraper 20 yds struck and under; machine pulling sheep's foot roller; vibratory rollers.

GROUP 3-A: Asphalt plant; boiler (high pressure); concrete mixing plants; concrete pump; firemen; forklift; forklift (electric); joy drill or similar tractor drilling machine; loader - 1 1/2 yards and under; locomotive (all sizes); mixer concrete - 21E and over; portable asphalt plant; portable batch plant; portable crusher; quarry master; stone crusher; well drilling machine and well point system; cherry picker under 10 tons; hydraulic crane under 10 tons; concert buffy; one yard an up ride on dumper (benford or similar).

GROUP 3-B: Compressor over 125 cu. feet; conveyor belt machine regardless of size; lighting unit (portable & generator); welding machine (steel erection and excavation); and compressor plant; stud machine; ladder hoist.

GROUP 4-A: Air tractor drill; batch plant; bending machine; concrete breaker; concrete spreader; curb cutter machine; farm tractor (all types); finishing machine-concrete; hepavac clean air machine (all similar types: removal of

asbestos etc.); material hopper-sand-stone-cement;
 mixer-concrete-under 21E; mulching grass spreader;
 pump-gypsum, etc., pump-plaster-grout -fireproofing; shop
 mechanic (not employed on job site); roller under 4 ton;
 spreading and fine grading machine; steel cutting machine;
 syphon pump-air-steam; tar joint machine; turbo jet burner
 or similar equipment; vibrator (1 to 5); fine grading
 machine; roof hoist (tugger hoist); television
 cameras-water- sewer-gas-etc.

GROUP 4-B: Compressor to 125 feet; dust; dust collector;
 heater all types; pump; pump station (water and sewer);
 steam jenny; sweeper; chipper; mulcher.

GROUP 5: Motorized roller (walk behind)

GROUP 5-A: Master Mechanic

GROUP 5-B: Utility Man

GROUP 6: Warehouse Man

 ENGI0137-007 03/06/2017

Poughkeepsie and South thereof

	Rates	Fringes
Power Equipment Operator (HEAVY & HIGHWAY)		
GROUP 1.....	\$ 58.54	28.15+a
GROUP 1-A.....	\$ 51.68	28.15+a
GROUP 1-B.....	\$ 54.42	28.15+a
GROUP 2-A.....	\$ 49.52	28.15+a
GROUP 2-B.....	\$ 51.05	28.15+a
GROUP 3.....	\$ 48.67	28.15+a
GROUP 4-A.....	\$ 44.29	28.15+a
GROUP 4-B.....	\$ 38.13	28.15+a
GROUP 5.....	\$ 54.69	28.15+a
GROUP 5-A-1.....	\$ 54.69	28.15+a
GROUP 5-A-2.....	\$ 66.22	28.15+a
GROUP 5-A-3.....	\$ 63.97	28.15+a
GROUP 5-A-4.....	\$ 60.03	28.15+a
GROUP 5-A-5.....	\$ 50.65	28.15+a

POWER EQUIPMENT OPERATORS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Boom Truck; Cherry Picker; Clamshell; Crane,
 (Crawler, Truck); Dragline; Rough Terrain Crane

GROUP 1-A: Auger; Auto Grader; Dynahoe and Dual purpose and
 similar machines; Boat Captain; Boring Machine (all types);
 Bull Dozer-all sizes; Central Mix Plant Operator;
 Chipper-all types; Close circuit t.v.; Compactor with
 Blade; Concrete Portable Hoist; C.M.I. or similar; Conway

or similar mucking machines; Gradall, Shovel Backhoe, etc. Grader; Derrick, (Stone- Steel; Elevator & cage, materials or passengers; Front end loaders over 1 1/2 yds.; Hoist Single, Double, Triple Drum, Hoist Portable Mobile Unit; Hoist Engineer-Concrete (Crane-Derrick-Mine Hoist); Hoist Engineer-Material, Hydraulic Boom; Letourneau or Tournapull (Scrapers over 20 yds. struck); Log Skidder; Movable Concrete Barrier Transfer & Transport Vehicle; mucking machines; overhead crane; paver (concrete); pulsemeter; push button (buzz box) elevator; road mix machines; Robot Hammer (brock or similar), Ross carrier and similar machines; shovels (tunnels); side boom; Slip Form Machine; spreader (asphalt); scoopmobile-tractor-shovel over 1 1/2 yards; trenching machines; telephies- vermeer concrete saw trencher and/or similar; tractor-type demolition equipment, Whirly

GROUP 1-B: Road Paver, Asphalt

GROUP 2-A: Ballast Regulators; Compactor self-propelled; Cow Tracks; Fusion Machine; Rail Anchor Machines; Roller 4 ton and over; Scrapers - 20 yards struck; Switch Tampers; Vibratory roller, etc.

GROUP 2-B: Mechanic (outside) all types

GROUP 3-A: Air tractor drill; asphalt plant; batch plant; boiler (high pressure; concrete breaker; concrete pump concrete spreader; curb cutter machine; farm tractor (all types); finishing machine (concrete); fine grading machine; fireman; forklift; forklift (electric); joy drill or similar tractor drilling machine; loader - 1 1/2 yards and under; locomotive (all sizes), maintenance engineer; machine pulling sheeps foot roller; material hopper; mixer concrete - 21-E and over; mulching grass spreader; portable asphalt plant, portable batch plant, portable crusher; powerhouse plant; quarry master; roller under 4 ton; spreading and fine grading machine; steel cutting machine; stone crusher; sweeper; turbojet burner or similar; well drilling machine ; winch truck "A" frame. John Henry Drill or similar.

GROUP 4-A: Service men (fuel or grease truck).

GROUP 4-B: Oiler; Compressor - compressor plant; paint compressor-steel erection; conveyor belt machine; lighting unit (portable & generator); oiler; pumps - pump station-water-sewer- gypsum- plaster, etc.; roller-motorized (walk-behind); welding machine (steel erection excavation); well point system; bending machine; dust collector; mixer - concrete under 21-E; heater all types; steam jenny; syphon pump-air-steam; tar joint machine; vibrator (1 to 5); Compressor Truck Mounted (2-6)

GROUP 5: Oiler

GROUP 5-A-1: Master Mechanic

GROUP 5-A-2: Engineer - all tower cranes, all climbing cranes and all cranes of 100 ton capacity or greater (3900 Manitowac or similar) irrespective of manufacturer and regardless of how the same is rigged (except for pile rigs).

GROUP 5-A-3: Engineer-- Pile Driver

GROUP 5-A-4: Hoist Engineer- Steel -Sub Structure

GROUP 5-A-5: Jersey-spreader, pavement breaker (air ram);
Post Hole Digger

NOTES:

Loader Operator (over 5 cu yds) .50
Shoval Operators (over 4 cu yd) 1.00
Hazmat premium over regular rate 20%

CRANES:

100 ft- 149 ft: receive \$2.00 more than Group 1 rate
149 ft and over receive \$3.00 more than Group 1 rate

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day; Lincoln's Birthday; Good Friday; Memorial Day; Independence Day; Labor Day; Veterans Day; Columbus Day; November Election Day; Thanksgiving Day; and Christmas Day

ENGI0825-007 01/01/2018

ORANGE, ULSTER AND SULLIVAN COUNTIES

	Rates	Fringes
Power Equipment Operator		
BUILDING, HEAVY & HIGHWAY		
GROUP 1.....	\$ 50.57	30.30
GROUP 2.....	\$ 48.98	30.30
GROUP 3.....	\$ 47.07	30.30
GROUP 4.....	\$ 45.44	30.30
GROUP 5.....	\$ 43.73	30.30
GROUP 6.....	\$ 52.39	30.30

NOTES:

Hazmat Premium 20%
Hydrographic Premium .50

POWER EQUIPMENT OPERATORS CLASSIFICATIONS (BLDG, HEAVY & HWY)

GROUP 1: Autograde-Pavement-Profiler (CMI and Similar Type);
utograde-Pavement-Profiler (CMI and Similar
Types);Autograde Slipform Paver (CMI and Similar Types);
Backhoe; Central Power Plants (all types); Concrete Paving
Machine (s-240 and Similar Types); Cranes (All Types,

Including Overhead and Straddle Traveling Type); Cranes, Gantry; Derricks (Land, Floating or Chicago Boom Type); Drillmaster/Quartmaster (Down the Hole Drill) Rotary Drill; Self-Propelled, Hydraulic Drill, Self-Powered Drill Draglines, Elevator Graders, Front End Loaders (5 yds. and over), Gradalls, Grader: Rago, Helicopters (Copilot), Helicopters, (Communication Engineer), Locomotive (large), Mucking Machines, Pavement and Concrete Breaker (Superhammer, Hoe Ram, Brokk 250 and Similar Types), Pile Driver (length of boom including length of leads shall determine premium rate applicable), Roadway Surface Grinder Scooper (loader and shovel), Shovels, Tree Chooper with Boom, Trench Machines, Tunnel Boring Machines.

GROUP 2: "A" Frame; Backhoe (Combination); Boom Attachment on Loaders (Rate based on size of bucket) not applicable to Pipehook) Boring and Drilling Machines, Brush Chopper, Shredder and Tree Shredder Tree Shearer, Cableways, Carry-alls, Concrete Pump, Concrete Pumping System, Pumpcrete and Similar Types, Conveyors, 125 ft and over; Drill Doctor (duties include dust collector, maintenance), Front End Loader (22 yds. but less than 2 yds.), Graders (Finish); Groove Cutting Machine (ride on type), Heater Planer; Hoists: (all type hoists, Shall Also Include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft, Caisson, Snorkel Roof, and or any other similar type Hoisting Machines, Portable or Stationary, Except Chicago Boom Type). Long Boom Rate to Be Applied if Hoist is "outside material lower hoist"; Hydraulic Cranes-10tons and Under; Hydro-Axe; Hydro-Blaster; Jacket (Screw Air Hydraulic Power Operated Unit or Console Type: Not Hand Jack or Pile Load Test Type), Log Skidder; Pans, Pavers (all) Concrete; Plate and Frame Filter Press; Pumpcrete Machines; Squeeze Crete and Concrete Pumping (regardless of size); Scrapers; Sidebooms; Straddle Carrier, Ross and Similar Types; Vacuum Truck; Whip Hammer; Winch Trucks (Hoisting).

GROUP 3: Asphalt Curbing Machine, Asphalt Plant Engineer, Asphalt Spreader; Autograde Tube Finisher & Texturing Machine (CMI and Similar types) Autograde Curecrete Machine (CMI and Similar Types); Bar Bending Machines (power), Batchers, Batching Plant and Crusher on-site; Belt Conveyor Systems; Boom Type Skimmer Machines; Bridge Deck Finisher; Bulldozers (all); Car Dumpers (A:road); Chief of Party; Compressor and Blower Type Units (used) Independently or Mounted On Dual Purpose Trucks, On Job Site or In Conduction with Job Site, In Loading and Unloading of Concrete, Cement, Fly Ash, Instantcrete, or Similar Type Materials); Compressor 92 or 3 in Battery); Concrete Finishing Machines; Concrete Saws and Cutters (ride on type); Concrete Spreaders, Hetzel, Rexomatic and Similar types; Concrete Vibrators; Conveyors, Under 125 ft), Crushing Machines, Ditching Machine, Small (ditchwitch, Vermeer or Similar type); Dope Dots (mechanical with or without pump), dumpsters; Elevator; Fireman; Forklifts

(economobile, lull, and similar types of equipment); Front End Loaders (1 yd. and over but less than 2 yds.); Generators (2 or 3 in Battery/ within 100 ft); Giraffe Grinders, Graders and Motor Patrols; Grout Pump; Gunnite Machines (excluding nozzle); Hammer Vibratory (in conduction with generators); Hoists (Roof, Tuggeraerial Platfrom Hoist and House Cars), Hoppers, Hoppers Doors (power operated); Hydro-Blaster (where required); Ladders (Motorized); Laddervator; Locomotive, Dinky type; Maintenance, Utility Man; Mechanics; Mixers (Excepting Paving Mixers); Motor Patrols and Graders; Pavement Breakers, Small, Self-Propelled ride on type (also maintains compressor or hydraulic unit); Pavement Breaker, Truck Mounted; Pipe Bending Machine (power); Pitch Pump; Plaster Pump (regardless of size); Post Hole Digger (post pounder and auger); Rod Bending Machines (power); Roller, Black Top; Scales, (power); Seaman Pulverizing Mixer; Shoulder Widener; Silos; Skimmer Machines (Boom Type); Steel Cutting Machine, Services and Maintains; Tamrock Drill; Tractors; Tug Captain; Vibrating Plants (used in conduction with unloading); welder and Repair Machines. Concrete cleaning/decontamination machine operator; Directional boring machine; Heavy equipment robotics operator; Master environmental maintenance operator; Ultra high pressure waterjet cutting tool system operator; maintenance operator; Vacuum blasting machine operator

GROUP 4: Brooms and Sweepers; Chippers; Compressors (single); Concrete Spreaders (small type); Conveyor Loaders (not including Elevator Graders); Engines, Large Diesel (1620 h.p.) and Staging Pump; Farm Tractors; Fertilizing Equipment (Operator and Maintenance of); Fine Grade Machine (small type); Form Line Graders (small type); Front End Loader (under 1 yd); Generator (single); Grease, Gas, Fuel and Oil Supply Trucks; Heaters (Nelson or Other Type Including Propane, Natural Gas or Flowtype Units); Lights, Portable Generating Light Plants; Mixers, Concrete Small; Mulching Equipment (Operation and Maintenance of); Pumps (2 of Less Than 4 Inch Suction); Pumps 94 Inch Suction and Over Including Submersible Pumps); Pumps (Diesel Engine and Hydraulic); Immaterial of Power; Road Finishing Machines (Small Type); Rollers, Grade, Full Or Stone Base; Seeding Equipment (Operation and maintence of); Sprinkler and Water Pump Trucks (Used on job Site or in conduction with Job Site); Steam Jennies and Boilers, Irrespective of Use; Stone Spreader; Tamping Machines, Vibrating Ride On; Temporary Heating Plant (nelson or Other Type, Including Propane, Natural Gas or Flow Type Units); Water and Sprinkler Trucks (Used On Job Site In Conduction with Job Site); Welding Machines-Within 100 ft (Gas, and /or Electric Converters of any type, single, tow or three in a battery). welding system, multiple (rectifier transformer type) well point systems (including installation by bull gang and maintenance of); Off Road back dumps.

GROUP 5: Oiler

GROUP 6: Helicopter Pilot

a. PAID HOLIDAYS: New Years Day, Washington's Birthday Memorial Day, July 4th, Labor Day, Veteran's Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day during the calendar week in which the holiday occurs.

 ENGI0825-008 01/01/2018

ORANGE, ULSTER AND SULLIVAN COUNTIES

	Rates	Fringes
Power equipment operators:		
BUILDING CONSTRUCTION		
STEEL ERECTION		
GROUP 1.....	\$ 59.09	30.30
GROUP 2.....	\$ 57.43	30.30
GROUP 3.....	\$ 50.14	30.30
GROUP 4.....	\$ 47.48	30.30
GROUP 5.....	\$ 45.95	30.30
GROUP 6.....	\$ 44.19	30.30
GROUP 7.....	\$ 53.70	30.30
BUILDING CONSTRUCTION TANK		
ERECTION		
GROUP 1.....	\$ 58.81	30.30
GROUP 2.....	\$ 57.22	30.30
GROUP 3.....	\$ 53.70	30.30
GROUP 4.....	\$ 50.13	30.30
GROUP 5.....	\$ 44.92	30.30
OILOSTATIC MAINLINES AND		
TRANSPORTATION PIPE LINES		
GROUP 1.....	\$ 51.20	30.30
GROUP 2.....	\$ 49.55	30.30
GROUP 3.....	\$ 47.41	30.30
GROUP 4.....	\$ 45.91	30.30
GROUP 5.....	\$ 44.19	30.30
GROUP 6.....	\$ 53.13	30.30

NOTES:

Hydrographic Premium	50	
Hazmat Premium		20%
Tunnel Premium		.75

STEEL ERECTION CLASSIFICATIONS

GROUP 1: Cranes (All Cranes, Land or Floating with Booms Including Jib 140 ft and over, Above Ground); Derricks, Land, Floating or Chicago Boom Type with Booms including Jib 140 ft and over above ground).

GROUP 2: Cranes (All Cranes, Land or Floating with Booms

Including Jib Less Than 140 ft Above Ground); Derricks, Land, Floating or Chicago Boom Type with Booms Including Jib Less Than 140 ft above Ground).

GROUP 3: "A" Frame, Cherry Pickers 10 tons and under, Hoists Shall Also Include Steam, Gas, Desel, Electric, Air Hydraulic, Single and Double Drum Concrete, Brick Shaft Caisson, or Any Other Similar Type Hoisting Machines, Portable or Stationary, Except Chicago Boom Type; Jacks: Screw Air Hydraulic Power Operated unit or Console Type (not hand Jack or Pile Load Test Type); Side Booms.

GROUP 4: Aerial Platform used as Hoist; Compressor: 2 or 3 in Battery; Elevators or House Cars; Conveyors and Tugger Hosits; Chief of Party; Firemanp; Forklift; Generators (2 or 3); Maintenance (Utility Man); Rod Bending Machine (power); Welding Machines (Gas or Electric, 2 or 3 in Battery, Including Diesels); Captain: Power Boats: Tug Master: Power Boats.

GROUP 5: Compressor, Single; Welding Machine, Single, Gas, Diesel, and Electric Converters of any Type: Welding System Multiple (Rectifier Transformer Type); Generator, Single.

GROUP 6: Oiler

GROUP 7: Helicopter Pilot .

FOOTNOTE: a. PAID HOLIDAYS: New Years Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day in the calendar week during which the holiday occurs.

For BUILDING CONSTRUCTION TANK ERECTION CLASSIFICATIONS

NOTES: Tunnel Premium	.75
Hazmat Premium	20%
Hydrographic Premium	.50

TANK ERECTION CLASSIFICATIONS

GROUP 1: Operating Engineers on all Cranes, Derricks, ets with Booms Including Jib 140 ft or More Above Ground.

GROUP 2: Operating Engineer on all Equipment, Including Cranes, Derricks, ets with Booms Including Jib, Less Than 140 ft above the ground.

GROUP 3: Helicopter Pilot Engineer.

GROUP 4: Air Compressors, Welding Machines and Generators are Covered and are Defined as Cover: Gas, Diesel, or Electric

Driven Equipment and Sources of Power from a Permanent Plant: ie: Staem, Compressed Air, Hydraulic or Other Power, For The Operating of any Machine or Automatic Tools, Used In The Erection, Alteration, Repair and Dismantling of Tanks and Any and All ""Dual Purpose"" Trucks Used On The Construction Job Site, or in the Loading and Unloading of Materials, at the Construction Job Sited or in Conjunction with the Job Site.

GROUP 5: Oiler

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Election Day, Thanksgiving Day, and Christmas Day provided the Employee works one day in the calendar week during which the holiday occurs

For OILOSTATIC MAINLINES AND TRANSPORTATION PIPE LINE CLASSIFICATIONS

NOTES:

Hydrographic Premium	.50
Hazmat Premium	20%
Tunnel Premium	.75

OILSTATIC MAINLINES AND TRANSPORTATION PIPE LINES CLASSIFICATIONS

GROUP 1: Backhoe; Cranes (all types); Draglines, Front End Loaders (5yds. and over), Gradalls, Helicopters (co-pilot), Helicopters (Communication Engineer); Scooper (Loader and Shovel) Koehring; Trench Machines.

GROUP 2: ""A"" Frame; Backhoe (Combination Hoe Loader); Boring and Drilling Machines; Ditching Machines, Small, Ditchwitch, Vermeer or Similar type; Forklifts; Front End Loaders 92 yds. and over but less than 5 yds.); Graders, Finish (fine); Hydraulic Cranes 10 tons and under (over 10 tons) Cranes Rate Applies); Side Booms: Winch Trucks (Hoisting).

GROUP 3: Backfiller; Brooms and Sweepers; Bulldozers; Compressor (2 or 3 in battery); Chief of Party; Front End Loaders (under 2 yds); Generators; Giraffe Grinders; Graders and Motor Patrols; Machnic; Pipe Bending Machine (power); Tractors; Water and Sprinkler Trucks used on Job Site or in Conduction with Job Site); Welder and Repair Mechanic; Captain (power boats); Tug Master (power boats).

GROUP 4: Compressor (single); Dope Pots (Mechanical with or without Pump); Dust Collectors; Pumps (4 inch suction and over); Pumps (2 of less than 4 inche suction); Pumps, Diesel Engine and Hydraulic (immaterial of power); Welding

Machines, Gas or Electric Converters of any type- 2 or 3 in
Battery Multiple Welders; Well Point Systems (including
installation and Maintenance); Fram Tractors.

GROUP 5: Oiler, grease, gas, fuel and oil supply trucks; Tire
repair and maintenance

GROUP 6: Helicopter Pilot

FOOTNOTE:

a. Paid Holidays: New Years Day, Washington's Birthday,
Memorial Day, Independence Day, Labor Day, Veteran's Day,
Election Day, Thanksgiving Day and Christmas Day provided
the Employee works one day in calendar week during which
the holidays occurs.

IRON0417-001 07/01/2020

	Rates	Fringes
IRONWORKER.....	\$ 40.48	46.45+a

a) Paid Holidays: New Year's Day, Memorial Day, Fourth of
July, Labor Day, Thanksgiving Day, Day after Thanksgiving
(unpaid), Christmas Day.

* LABO0017-002 06/01/2019

	Rates	Fringes
LABORER		
DUTCHESS COUNTY (Asbestos, lead, toxic and hazardous waste abatement and any other environmental related work): (BUILDING CONSTRUCTION)		
GROUP 1.....	\$ 35.95	27.15
GROUP 2.....	\$ 37.75	27.15
DUTCHESS COUNTY (Asbestos, lead, toxic and hazardous waste abatement and any other environmental related work): (HEAVY & HIGHWAY:)		
GROUP 2.....	\$ 37.90	27.15+a
GROUP 3.....	\$ 42.15	27.15+a
ORANGE AND ULSTER COUNTIES (BUILDING CONSTRUCTION:)		
GROUP 1.....	\$ 35.95	27.15
GROUP 2.....	\$ 37.75	27.15
GROUP 3.....	\$ 40.50	27.15
ORANGE, ULSTER, AND		

SULLIVAN COUNTIES (HEAVY &
HIGHWAY)

GROUP 1.....	\$ 33.15	27.15+a
GROUP 2.....	\$ 37.90	27.15+a
GROUP 3.....	\$ 42.15	27.15+a
GROUP 4.....	\$ 46.75	27.15+a

TUNNEL, SHAFT & CAISSON
WORK

GROUP 1.....	\$ 48.05	29.50+a
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LABORERS BUILDING CLASSIFICATIONS

GROUP 1: Custodial work, flag person, portable generator tender, portable pump tender, pitman and dumpman, firewatch, temporary heat tender, temporary light tender, traffic control, tool room tender; Artificial turf, air chipping hammer acoustic pump and mixer, carpenter tender, concrete, concrete curb and sidewalk form setter, concrete form stripping, concrete sealing, concrete curing, concrete finisher, concrete vibrator, compressor, clean up after trades, dismantling demolition, excavation, fireproofing, foundation and building piping, pump and mixer, gunite, general clean up, grade checker, grading and backfilling, hoists, hod carrier, landscaping, mason tender, multi building trades tender, jackhammer, pavement breaker, poured gypsum roof work, power tampers, power walk behind roller, pressure blasting, power mixer, scaffolding, snow removal, signal person, sandblasting, styrofoam and similar installation, radio control equipment including but not limited to radio control tampers and rollers, radio control excavator, all erecting and dismantling of scaffold for masonry regardless of height, walking and riding power buggies, temporary weather protection, wrecking, waterproofing, stone and tile tenders, radio controlled hammers and breakers, unloading of trucks, air track, assembling and placing gabion baskets, asphalt, blaster, bob cat type machine for demo and clean up, chain link fence, chain saw, chipping hammer, concrete conveyor belt, saw, core drill, corrugated pipe, construction specialist, cleaning machine, concrete form setter, conduit layer, cutting torch, discharge pipe, drill chuck tender, duct bank layer, explosive handler, hydraulic splitter, granite or stone curbing, handler, joy and jib drill, Ingersoll Rand heavy duty crawler master type HCMZ drill machines or equivalent, laser level, nonmetallic pipe layer, metallic pipe layer, LeRoi hydraulic drill or similar, mega mixer, power fork lift, prestressed and precast concrete, power brush cutter, pump crete machine, retaining walls, rip rap, retention and toxic and hazardous waste liners, setting of block, setting of block, setting of brick, setting of stone, sound barriers, transit under laborers jurisdiction, tow behind concrete or grout pump, traffic and pedestrian stripping, surface planner, manufactured curb, walk behind surface planner, wagon drill, welding; * asbestos abatement work, lead abatement work, toxic and hazardous waste related work; when protective equipment and clothing are

not required.

GROUP 2: Forklift for masonry purposes

GROUP 3: Asbestos Abatement work, toxic and hazardous abatement, lead abatement work, environmental work.

BUILDING CLASSIFICATIONS

GROUP 1: Asbestos abatement work, lead abatement work, toxic and hazardous waste related work; when protective equipment and clothing are not required.

GROUP 2: Asbestos abatement work, toxic and hazardous abatement, lead abatement work, environmental work.

LABORERS HEAVY AND HIGHWAY CLASSIFICATIONS

GROUP 1: Flagperson, gateperson

GROUP 2: General laborers, chuck tender, handling and distributing drinking water, distributing all tools and supplies of laborers, nipper, powder carrier, magazine tender, warehouse laborers, concrete man, vibrator man, mason tender, mortar man, spraying, brushing and covering of concrete for curing and preservative purposes, traffic striper, scaffold builder, concrete curb and sidewalk from setter; permanent traffic striping and reflective devices, placing and maintenance of all flares, cones, lights, signs, barricades, traffic patterns, and all temporary reflective type materials for traffic control, custodial work, traffic directors, temporary heat or light tenders, tool room, dewatering pump men, pitman, dumpmen, snow removal and firewatch, asphalt man, joint setter, signal person, pipelayer, pipelining and relining, wellpoints, conduit and duct layer, wire puller rip rap and dry stone layer, steel rod carrier, core drill, rock splitter, Hilti gun air or electric, jackhammer, bush hammer, pavement breaker, chipping hammer, wagon drill, air track, jib rig, joy drill, gunite and sand blasting, coal passer and other machine operators, power tool operator, sprayer and nozzle man on mulching and seeding machine, all guard rail and fence, all seeding and sod laying, all landscape work, grade checker, all bridge work, walk behind self-propelled power saw, grinder, groover or similar type machine, walk behind tamper and roller of all types, salvage, stripping, wrecking and dismantling laborer (including barman, cutting torch and burner man), sheeting and shoring coming under laborers jurisdiction, bit grinder, operator of form pin puller and drivers, sandblasting, joint and jet sealer, filling and wiring baskets for gabion walls, permanent sign man, median barrier, sta-wall or similar type product, chain saw operator, railroad track laborer, waterproofer, pre-stressed and pre-cast concrete brick, block and stone pavers, power

tools used to perform work usually done by laborers, power buggy and pumpcrete operator, fireproof, plaster and acoustic pump, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous materials abatement when protective clothing and equipment is not required, power brush cutter, retention liners, artificial turf, retaining walls, walk behind surface planer, welding related to laborers work, remote controlled equipment normally operated by laborers, all technician work including but not limited to stitching, seaming, heat welding, fireproof sprayer, mortar mixer, concrete finisher, form setter for concrete curbs and flatwork. Gunite nozzle man, stone cutters, granite stone layer, manhole, catch basin or inlet installing, lase men. Ground man on milling machine.

GROUP 3: Ingersoll Rand eavy duty crawler master type HCMZ any drill using 4"" or larger bit, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement when protective clothing and equipment is required, all working foremen including grade, pipe, concrete, clearing, blacktop, drill, paving and blaster etc., Hydraulic drill or similar, forklift for masonry only, Blaster and asphalt screedman.

GROUP 4: Asbestos, toxic, lead or hazardous material abatement foreman.

HEAVY & HIGHWAY CLASSIFICATIONS

GROUP 1: Asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement; when protective equipment and clothing are not required.

GROUP 2: Asbestos toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement when protective clothing and equipment is required.

FOOTNOTE:

PAID HOLIDAYS: New Years Day, Presidents's Day, Memorial Day, Independence Day, Labor Day, Election Day, Veterans Day, Thanksgiving Day, Christmas Day

TUNNEL, SHAFT & CASSION CLASSIFICATIONS

GROUP 1: Laborer, Pit and Dumpman, Chuck Tender, Brakeman and Powder; Miner and all mavhine men, Safety Miner, all shaft work, casson work, drilling, blow pipe, all air tools, tugger scaling, nipper gunniting srom pot to nozzle, bit grinder, singal man (top and bottom), shift steward, concrete man, shield driven tunnel, mixed face and soft ground liner plate tunnel in free air.

DUTCHESS COUNTY

	Rates	Fringes
Laborers:		
BUILDING CONSTRUCTION		
GROUP 1.....	\$ 33.30	26.25
GROUP 2.....	\$ 33.30	26.25
GROUP 3.....	\$ 33.30	26.25

LABORERS CLASSIFICATIONS (BUILDING)

GROUP 1: Mason tenders, carpenter tenders, laborer stripping and cleaning forms, laborer grading and digging ditches, sweepers, cleaners.

GROUP 2: Hod carriers, plasterers' tenders, scaffold builders (padlock and self-supporting scaffold 14 ft. or under all runways, mortar mixers) machine and hand, concrete mixers by machine under 21e, vibrators, form setters, asphalt rakers, handling reinforcement rods, drillers, jackhammer, operator, signalman, gunniting, motorbugs, water pump 2" or under barco machine, wreckers, paving breakers, power saw operators, other machine operators.

GROUP 3: Blasters, Laser beam operator.

LABO0235-005 05/01/2018

DUTCHESS COUNTY

	Rates	Fringes
Laborers:		
HEAVY & HIGHWAY		
GROUP 1.....	\$ 24.40	29.75+a
GROUP 2.....	\$ 28.16	29.75+a
GROUP 3.....	\$ 29.16	29.75+a

LABORERS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Flagperson, placing and maintenance of all flares, cones, light, signs, barricades, traffic control, custodial work, traffic directors, temporary heat or light tenders, tool rooms.

GROUP 2: General Laborers, Dumpman, Pitman, Concrete Man, Signal Man, Pipelayer, Rip Rap, Dry Stone Layer, Jackhammer, Powderman, Highscalers, Power Buggy Operator, Steel Rod Carrier, Vibratory Operator, Other Machine Operator, Wrecking, Vibrator Operator-Compactor, Guniting and Sand Blasting, Water Pump 2" or under, Nipper, Chucker, Asphalt Workers.

GROUP 3: Asphalt Raker, Asphalt Screeman, Drillers (all),
Laser Beam Operator, Form Setter/Aligners, Blasters.

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, Good
Friday, Washington's Birthday, November Election Day,
Memorial Day, Independence Day, Labor Day, Columbus Day,
Thanksgiving Day and Christmas Day and Veteran's Day.

PAIN0009-004 05/01/2020

DUTCHESS, ORANGE, SULLIVAN and ULSTER COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 46.55	44.77

PAIN0155-003 05/01/2018

	Rates	Fringes
Painters:		
Drywall Finishers.....	\$ 32.99	22.76
Lead Abatement Work.....	\$ 32.99	22.76
Painter/Paperhanger.....	\$ 32.99	22.76
Spray Rate.....	\$ 33.99	22.76

PAIN0806-008 10/01/2020

DUTCHESS, ORANGE, SULLIVAN AND ULSTER COUNTIES

	Rates	Fringes
PAINTER		
Structural steel and Bridge.	\$ 51.50	49.63

PLUM0021-005 05/01/2018

ZONE 2

DUTCHESS COUNTY AND THE REMAINDER OF ULSTER COUNTY

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 50.84	34.52

PLUM0373-002 05/01/2019

ORANGE COUNTY Towns of Lakeville, Four Corners, Sterling
Forest, Tuxedo Park, Southfields, Arden, Newburgh Junction,
Greenwood Lake, Monroe, Harriman, Woodbury Falls, Woodbury,
Woodbury Station, Central Valley, and the Palisades Interstate
Park and Bear Mountain Park

	Rates	Fringes
Plumber; Steamfitter.....	\$ 46.92	39.72
REFRIGERATION MECHANIC.....	\$ 23.04	11.88

 PLUM0373-003 05/01/2019

SULLIVAN COUNTY (Townships of Lumberland, Forestburgh, Highland, Tusten, Mamakating, Fallsburgh, Thompson, Bethel, Cochection, Delaware, Freemont, Callicoon, Liberty, Monticello, Neversink and Rockland); ORANGE COUNTY (Remaining Townships) and ULSTER COUNTY (Towns of Shawangurk, Wawarsing, Plattekill, Marlboro and Ellenville up to Napanoch Prison)

	Rates	Fringes
Plumber; Steamfitter.....	\$ 46.92	39.72

 ROOF0008-002 07/01/2019

	Rates	Fringes
ROOFER.....	\$ 43.50	33.87

 SFNY0669-002 01/02/2020

	Rates	Fringes
SPRINKLER FITTER.....	\$ 45.52	25.95

 SHEE0038-001 07/01/2020

	Rates	Fringes
Sheet metal worker.....	\$ 46.92	42.55

 TEAM0445-001 05/01/2019

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 33.25	35.55+a
GROUP 1A.....	\$ 34.39	35.55+a
GROUP 2.....	\$ 32.69	35.55+a
GROUP 3.....	\$ 32.47	35.55+a
GROUP 4.....	\$ 32.36	35.55+a
GROUP 5.....	\$ 32.24	35.55+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Labor Day, President's Day, Presidential Election Day, Veterans Day, Decoration Day, Independence Day, Thanksgiving Day and Christmas Day provided the employee works two days in any calendar week

during which the holidays occurs.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Drivers on Letourneau tractors, double barrel euclids, Athey wagons and similar equipment (except when hooked to scrapers), I-beam and pole trailers, drivers of road oil distributors, tire trucks and tractors and trailers with 5 axles and over, Articulated Back Dumps and Articulated Water Trucks.

GROUP 1A: Drivers on detachable Gooseneck Low bed Trailers rated over 35 tons.

GROUP 2: Drivers on all equipment 25 yards and over, up to and including 30 yard bodies and cable dump trailers and powder and dynamite trucks.

GROUP 3: Drivers on all equipment up to and including 24 yard bodies, mixer trucks, dump crete trucks and similar types of equipment, fuel trucks, batch trucks and all other tractor trailers.

GROUP 4: Drivers on tri axles, ten-wheelers, grease trucks and tillermen.

GROUP 5: Drivers on pick-up trucks used for materials & parts, drivers on escort man over-the-road and drivers on straight trucks.

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 www.dol.gov/whd/govcontracts.

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 Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"