SOLICITATION, OFFER, AND AWARD

(Construction, Alteration, or Repair)

1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE	OF	PAGES
W912DS26RA027	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	26 JUN 2026	1		80

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
		N/A

7. ISSUED BY CODE W912DS

W2SD ENDIST NEW YORK
KO CONTRACTING DIVISION, 26 FEDERAL PLAZA ROOM 16 300
NEW YORK, NY 10278-0004
UNITED STATES
DENISSE SOTO, EMAIL: DENISSE.M.SOTO@USACE.ARMY.MIL TELEPHONE: 000-000-0000

8. ADDRESS OFFER TO

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)*
	DENISSE SOTO	000-000-0000

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 number, date)*

PROJECT TITLE: TIMES SQUARE VIDEO DISPLAY UPGRADE
PROJECT LOCATION: NEW YORK, NY

PROJECT TITLE: TIMES SQUARE VIDEO DISPLAY UPGRADE
PROJECT LOCATION: NEW YORK, NEW YORK

PROJECT: DESIGN-BUILD OF TIMES SQUARE VIDEO DISPLAY, NEW YORK, NEW YORK
1. THIS ACQUISITION IS 100% SMALL BUSINESS SET-ASIDE TWO (2) PHASE DESIGN-BUILD BEST VALUE TRADEOFF
2. NAICS CODE: 236220, SIZE STANDARD: $45,000,000.
3. PROJECT MAGNITUDE RANGE: $1,000,000 - $5,000,000.
4. SUBMIT PROPOSALS NO LATER THAN 2:00PM EST. ON 27 JULY 2026 VIA E-MAIL TO: DENISSE.M.SOTO@USACE.ARMY.MIL AND NICHOLAS.P.EMANUEL@USACE.ARMY.MIL. FILE SIZE IS LIMITED TO 25MB PER EMAIL. POC: NICHOLAS EMANUEL, CONTRACTING OFFICER. TEL: (917) 790-8069, EMAIL: NICHOLAS.P.EMANUEL@USACE.ARMY.MIL

11. The contractor shall begin performance within 5 calendar days and complete it within 416 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☐ mandatory ☐ negotiable. ***(See*** FAR 52.211-10 ***).***

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES", indicate within how many calendar days after award in Item 12b.)*	12b. CALENDAR DAYS
☒ YES ☐ NO	10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 3 copies to perform the work required are due at the place specified in Item 8 by 02:00 PM ***(hour)*** local time 27 JUL 2026 (date). If this is a sealed bid solicitation, offers will 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.

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*

CODE FACILITY CODE

15. TELEPHONE NUMBER *(Include area code)*

16. REMITTANCE ADDRESS *(Include only if different than Item 14.)*

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

AMOUNTS ▶

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS
(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NUMBER										
DATE										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

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 *(4 copies unless otherwise specified)* ▶ ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO THE UNITED STATES CODE AT
☐ 10 U.S.C. 3204(a) ( ) ☐ 41 U.S.C. 3304(a) ( )

26. ADMINISTERED BY

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work requirements 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 incorporated by reference in or attached to this contract.

☐ 29. AWARD *(Contractor is not required to sign this document.)* 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 *(Type or print)*

31a. NAME OF CONTRACTING OFFICER *(Type or print)*

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

Section 00 00 00 - Procurement and Contracting Requirements

Instrument Name: Times Square Video Display Upgrade

PROJECT TITLE: Times Square Video Display Upgrade PROJECT LOCATION: NEW YORK, NEW YORK PROJECT: DESIGN-BUILD OF TIMES SQUARE VIDEO DISPLAY, NEW YORK, NEW YORK 1. THIS ACQUISITION IS 100% SMALL BUSINESS SET-ASIDE TWO (2) PHASE DESIGN-BUILD BEST VALUE TRADEOFF 2. NAICS CODE: 236220, SIZE STANDARD: $45,000,000. 3. PROJECT MAGNITUDE RANGE: $1,000,000 - $5,000,000. 4. SUBMIT PROPOSALS NO LATER THAN 2:00PM EST. ON 27 July 2026 VIA E-MAIL TO: DENISSE.M.SOTO@USACE.ARMY.MIL AND NICHOLAS.P.EMANUEL@USACE.ARMY.MIL. FILE SIZE IS LIMITED TO 25MB PER EMAIL. POC: NICHOLAS EMANUEL, CONTRACTING OFFICER. TEL: (917) 790-8069, EMAIL: NICHOLAS.P.EMANUEL@USACE.ARMY.MIL

Product Service Code : C1JZ

Times Square Video Display Upgrade

*** END OF NARRATIVE ***

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

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Bid schedule will be available in Phase II		null		

Section 00 21 00 - Instructions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	2026-02		
52.214-34	Submission of Offers in the English Language.	1991-04		
52.214-35	Submission of Offers in U.S. Currency.	1991-04		
52.215-1	Instructions to Offerors-Competitive Acquisition. (Deviation 2026-O0038)	2026-02		
52.215-22	Limitations on Pass-Through Charges-Identification of Subcontract Effort. (Deviation 2026-O0038)	2026-02		
52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work. (Deviation 2026-O0038)	2026-02		
52.225-10	Notice of Buy American Requirement-Construction Materials.	2014-05		
52.232-13	Notice of Progress Payments.	1984-04		
52.233-2	Service of Protest. (Deviation 2026-O0038)	2026-02		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03		
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	2023-01		

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.216-1	Type of Contract. (Deviation 2026-O0038)	2026-02		

Type of Contract (Feb 2026) (Deviation 2026-O0038)

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

(End of provision)

52.228-1	Bid Guarantee.	1996-09		

Bid Guarantee (Sept 1996)

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

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds-

(1) To unsuccessful bidders as soon as practicable after the opening of bids; and

(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

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

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

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

(End of clause)

52.252-1	Solicitation Provisions Incorporated by Reference.	1998-02

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/

(End of provision)

52.252-5	Authorized Deviations in Provisions.	2020-11

Authorized Deviations in Provisions (Nov 2020)

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

(b) The use in this solicitation of any Defense Federal Acquisition Regulation[insert regulation name](48 CFR Chapter2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date

252.215-7008 Only One Offer. 2022-12

ONLY ONE OFFER (DEC 2022)

(a) Cost or pricing data requirements. After initial submission of offers, if the Contracting Officer notifies the Offeror that only one offer was received, the Offeror agrees to-

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable (10 U.S.C. 3705) or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 3702 and FAR 15.403-3); and

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-1(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7010, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

(b) Canadian Commercial Corporation. If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with DFARS 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U. S. Contracting Officer that the proposed price is fair and reasonable ____[U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification].

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price

reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(c) Subcontracts. Unless the Offeror is the Canadian Commercial Corporation, the Offeror shall insert the substance of this provision, including this paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(End of provision)

252.215-7012	Requirements for Submission of Proposals via Electronic Media.	2018-01

REQUIREMENTS FOR SUBMISSION OF PROPOSALS VIA ELECTRONIC MEDIA (JAN 2018)

The Offeror shall submit the cost portion of the proposal via the following electronic media:
email to Denisse Soto at Denisse.M.Soto@usace.army.mil

(End of provision)

Section 00 21 10 - Two Phase – Phase One

Please see the attached document titled "Basis of award - Phase One - W912DS26RA027"

*** END OF NARRATIVE ***

Basis of Award - Phase One - W912DS26RA027

1.0 OVERVIEW

This is the first Phase of a Two Phase solicitation, in accordance with FAR 36.3 for all work described in this solicitation. The Government will evaluate the proposals in accordance with the criteria described herein and after completion of Phase 2 award a firm fixed price contract to the responsible firm whose proposal conforms to all the terms and conditions of the solicitation, is considered fair and reasonable, and offers the best overall value to the Government.

In Phase One of the Two Phase design-build selection procedure, interested firms or joint venture entities (referred to as "Offerors") will submit specified performance capability proposals demonstrating their capability to successfully execute the design-build construction contract resulting from this solicitation.

The Government will evaluate the performance capability proposals in accordance with the criteria described herein and will short-list no more than five (5) of the Phase One Offerors to compete for the design-build contract in Phase Two.

In Phase Two, the short-listed Offerors will submit proposals in accordance with Section 00 22 20.

2.0 GENERAL INSTRUCTIONS

2.1 WHO MAY SUBMIT

Competition will be restricted to Small Business Firms under NAICS code **is 236220 for Commercial & Institutional Building Construction.**

2.2 Inquiries about this solicitation:

Prospective Offerors should submit inquiries related to this solicitation only by e-mail to:

The Contract Specialist listed in the RFP.
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 an award is made.

2.3 Page Limit and Size of Printed Materials

Volume	TAB	Title	Maximum Page
I	A	Past Performance	No Page Limit
I	B	Standard Form 1442 and Pro Forma Data Sheet	No Page Limit

In order to evaluate all proposals effectively and equitably, the Source Selection Authority must receive information sufficiently detailed to clearly address submission requirements as outlined below. The written portion of the Phase One proposal shall not exceed 40 pages. Any pages beyond page 40, submitted for Factor 1, will not be evaluated. A page printed on two sides will be counted as two pages. Any sheet with printed material (text or graphics) shall be considered a page, excluding dividers, cover sheets, letters of commitment, past performance information and/or Joint Venture agreements. All sheets shall be submitted on 8-1/2 x11 inch or A4 paper. Each page shall be minimally single spaced with a minimum 12-point font and one inch or larger margins on each of the four edges of each page. Each page of Volume I shall be numbered sequentially.

2.4 Joint Ventures

a. 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.

b. 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:

1) A copy of the Joint Venture Agreement.

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

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

ii. 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.

iii. 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.

iv. 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.

v. Identification of party or parties having overall control of the joint venture.

b. 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. A complete and legally binding document

with all information required under this section titled "Joint Ventures" shall be included in Volume I of the proposal.

c. A complete and legally binding document with all information required under this section titled "Joint Ventures" shall be included in Volume I of the proposal.

2.5 PROPOSAL SUBMISSION REQUIREMENTS AND INSTRUCTIONS

2.5.1 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:

a. Proposals shall be typed and easy to read. Margins (1-inch) shall be clean and clear.

b. 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.

c. Proposals shall contain a Table of Contents and include at the bottom left side of each page the volume and page number.

d. Offerors shall verify that the information for the Point-of-Contacts located in Form A1, is current, correct, and complete, including email address, telephone number, and fax number if available.

e. Offerors shall submit a signed Offer (Standard Form 1442) for this solicitation including verification of all amendments received.

f. 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.

g. 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.

2.5.2 Where to Submit

Offers are to be sent via email to Denisse Soto, denisse.m.soto@usace.army.mil AND Nicholas Emanuel, nicholas.p.emanuel@usace.army.mil Proposals may be withdrawn in writing via email to denisse.m.soto@usace.army.mil.

2.5.3 Submission Deadline The USACE Contracting Specialist and Contracting Officer must receive proposals not later than the time and date specified in Block 13 of the Standard Form 1442. It is the sole responsibility of

the Offeror to ensure that its proposal arrives by the designated date and time.

2.5.4 Incurring Costs

The Government is not liable for any costs incurred by the Offerors submitting an offer in response to this solicitation.

2.5.5 Format Requirements

In the event that there is a discrepancy between the original or copies, the original will control. All proposals shall contain the volume number and the name, address and telephone number of the Prime and Major Subcontractors, Joint Venture, or other entity identified on the cover. Note that a letter of commitment from the Subcontractor is required in order for the Subcontractor to be considered in the evaluation. The original proposal must be clearly marked as “ORIGINAL” and the original signatures must be in blue ink. Copies of the proposals must also be clearly marked as “COPY x of y (i.e. COPY 1 of 5)”. Proposal clarity and material organization in each volume are mandatory. No material shall be incorporated by reference. Each volume will be submitted separately bound. The proposal shall address and contain the information listed below.

The information will be used by the Source Selection Board to evaluate each proposal. Offerors are advised that conciseness and relevance of the proposal is important and unrelated information will not be evaluated. Proposals that provide only superficial coverage of the information required below may not receive additional consideration and may be excluded from the competitive range. Additionally, should the proposal include any terms and conditions that conflict with the terms and conditions of the solicitation, the proposal may be determined to be "unsatisfactory" and thus ineligible for award.

3.0 PHASE ONE: PROPOSAL AND RELATED EVALUATION FACTORS

Location	Factor Number	Description	Relative Importance
TAB A	FACTOR 1	**Past Performance**	All technical factors when combined are approximately equal in importance to price. All technical factors are rated equal
TAB C		**STANDARD FORM 1442 AND PRO FORMA DATA SHEET**	

3 SUBMISSION REQUIREMENTS:

TAB A – FACTOR 1 - PAST PERFORMANCE

To demonstrate recent, relevant past performance, the Offeror must use the Specialized Experience forms – (Attachment 2) to list their construction experience of similar scope, complexity and magnitude. Additionally, the Offeror shall list their designer's experience in designing projects of similar scope and complexity, which have already been constructed. Design/Build experience will be considered more relevant than Design/Bid/Build experience.

For the construction contractor experience -submit a minimum of two (2) projects but no more than three (3) projects that have been completed and turned over or at least 75% construction complete. All the submitted projects should be recent construction experience which means that they should be no more than ten (10) years preceding the date of this solicitation. The projects should meet the descriptions of scope, complexity and magnitude as outlined below.

For the design firm on the team – submit a minimum of two (2) projects but no more than (3) previously designed projects that have been constructed (or at least 75% complete) within the last ten (10) years preceding the date of this solicitation.

Subcontractor experience may be submitted, however example experiencer from the prime contractor will be considered more relevant.

• Similar scope is defined as the design and construction of outdoor video display projects installed onto an existing structure. Projects demonstrating the following will be considered more relevant: a) integration of large-format LED or digital display technologies; b) structural modification or reinforcement of existing building elements; c) installation requiring coordination with existing utilities, electrical systems, or façade components.

• Similar complexity is defined as experience performing work in pedestrian-dense, urban environments where construction activities require heightened coordination, safety controls, and logistical planning. Relevant complexity includes: a) execution within high-visibility / high-traffic public areas; b) work requiring multi-disciplinary coordination, including at minimum, structural engineering, technical disciplines (e.g., electrical, audiovisual, controls, digital display integration); c) projects requiring coordination with municipal authorities, public safety agencies, or other stakeholders due to site constraints or public impact.

• Similar magnitude is defined as projects with a construction value of $3,000,000 or greater. Projects of comparable or greater dollar value will be considered more relevant, as they demonstrate the Offeror's ability to manage financial, administrative, and technical requirements at a scale consistent with this procurement.

The Offeror will provide Past Performance information using the Past Performance Questionnaires included in the solicitation. Your client should receive Form A2 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 Form A3. 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 A2), 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.

In addition, the Offeror is required to provide information on past projects (within the past five (5) years) in which they have been issued a CURE NOTICE, have been terminated for default or have been issued a negative past performance rating (either interim or final) and provide accompanying information as to the details for such action(s) with an explanation of why they were issued a cure notice or negative rating and what actions their organization have taken or would take to ensure that their performance on this project will not warrant a similar cure notice or negative rating.

EVALUATION CRITERIA- RELEVANCY

The Offeror will be evaluated on the relevancy of the experience demonstrated in the submitted EXPERIENCE INFORMATION FACT SHEET, Form A2. The projects submitted should include the following criteria. Projects do not have to include all of the criteria; however, projects that meet many or all of the criteria would be given a higher degree of relevancy.

• Similar scope is defined as the design and construction of outdoor video display projects installed onto an existing structure. Projects demonstrating the following will be considered more relevant: a) integration of large-format LED or digital display technologies; b) structural modification or reinforcement of existing building elements; c) installation requiring coordination with existing utilities, electrical systems, or façade components.

• Similar complexity is defined as experience performing work in pedestrian-dense, urban environments where construction activities require heightened coordination, safety controls, and logistical planning. Relevant complexity includes: a) execution within high-visibility / high-traffic public areas; b) work

requiring multi-disciplinary coordination, including at minimum, structural engineering, technical disciplines (e.g., electrical, audiovisual, controls, digital display integration); c) projects requiring coordination with municipal authorities, public safety agencies, or other stakeholders due to site constraints or public impact.

• Similar magnitude is defined as projects with a construction value of $3,000,000 or greater. Projects of comparable or greater dollar value will be considered more relevant, as they demonstrate the Offeror's ability to manage financial, administrative, and technical requirements at a scale consistent with this procurement.

The Government will consider the totality of the experience demonstrated in the submitted projects. Proposals will be rated more favorably when the Offeror provides multiple examples that collectively demonstrate strong compliance with the relevancy criteria above.
Proposals may receive **strengths** when the Offeror demonstrates experience that exceeds minimum expectations, including but not limited to:

- The majority of the experiences are projects performed within the last three years.
- The Offeror has Design-Build RFP experience.
- Projects with magnitudes over $5M.
- The Offeror served as the prime contractor on most or all submitted projects, demonstrating direct responsibility for overall project execution.
- A majority of submitted projects were performed for a governmental agency, demonstrating familiarity with governmental or municipal standards, processes, and quality expectations.
- Projects demonstrate successful execution in high-profile, heavily trafficked urban locations, requiring advanced coordination, safety planning, and stakeholder engagement.
- Projects include complex structural retrofits or customized integration of advanced digital display technologies comparable to those required for the Times Square Recruiting Station.
- Projects demonstrate effective management of multi-disciplinary teams, including structural, electrical, audiovisual, and specialty display system subcontractors.
- Projects show a record of on-time and within-budget performance on work of similar scope and magnitude.

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 strengths (the following list does not encompass all possible strengths):

• The Offeror acted as a prime contractor in the majority of the example experiences;
• The majority of the example experiences are projects performed for federal, state, and local government agencies;
• The majority of the experiences are projects performed within the last three years;
• The Offeror has Design-Build RFP experience.
•The Offeror has experience implementing low voltage telecom and audio-video systems.
• Projects with magnitudes over $3M.
• The projects are located in Times Square and/or metropolitan areas.

Where this experience includes the following, the proposal may be given weaknesses (the following list does not encompass all possible weaknesses):

• Few or no projects are provided where the Offeror acted as Prime contractor.
• Example experience where the project amount was below $2M.
• Example experiences where the Offeror or their proposed subcontractor were subcontractors and their role was minor in comparison to the whole project.
• Example projects were performed by a Division of the company other than the Division submitting the offer.
• Example experiences are from proposed subcontractors in lieu of the Offeror.
• The example experiences do not demonstrate previous teaming experience between current proposal team members.
• Experience examples are not verifiable.
• 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 Relevancy and Confidence Assessments Rating Method (DoD Source Selection Procedures):

a. Projects demonstrating experience working within Time Square NYC involving LED Display Installation, Midtown Manhattan (or similar dense urban location) — full design build delivery including structural retrofit, crane lifts from street level, possible DOT lane closures, and commissioning
b. Projects completed with USACE, or other federal or local government agency
c. Projects showing installation of large outdoor LED façade or rooftop panels involving structural integration work or similar AV systems installations
d. Design-Build AV system for stadium, transit hub, or Times Square type location — complex integration of video, power, control systems and testing
e. Projects providing compressed schedule delivery
f. Prime contractor experiences working as a prime contractor
g. Projects demonstrating self-performance by the prime contractor

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

Past performance relevancy ratings.

Past Performance Relevancy Ratings	
Rating	**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 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 Assessments	
Rating	**Definition**
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 facto 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 rating. This rating is neither favorable nor unfavorable.

Offerors (including teaming partner(s), if applicable) are strongly encouraged to address, with a narrative explanation, any adverse past performance issues within the 10 years before the date of issuance of this Solicitation. For purposes of this Factor "adverse past performance" is defined as termination for cause, termination for default, or past performance information that supports a less than Satisfactory rating on any evaluation pertaining to a submitted project or other project for which a record of a past performance that may be

retrieved as described above. Offerors are cautioned to review their past performance record for any instances of adverse past performance.

Offerors must address any projects for which the Offeror (including teaming partner/s, if applicable), was issued a Cure Notice, Show Cause, or Termination for Default within the 10 years of the date of issuance of this Solicitation. Offerors must also address a "yes" answer to any of the following questions which have occurred in the last 3 years.

- Ever received a cure notice?
- Had LDs assessed?
- Received show cause notice?
- Had a non-responsibility determination?

- If so, please provide the name of the project, the client, and date of action. Explanations shall not exceed four (4) pages in to

TAB C – STANDARD FORM 1442 AND PRO FORMA DATA SHEET

SUBMISSION REQUIREMENTS

Must contain a Proposal Cover Sheet, to include the Offeror's e-mail address, cell phone number, Name, Address, UEI, and CAGE code. The proposal cover sheet is required by Provision "FAR 52.215-1, Instructions to Offerors—Competitive Acquisition."

Must contain the 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.

4 PHASE 1 EVALUATION PROCEDURES

4.5 SOURCE SELECTION TEAM (SST)

The SST will be established to conduct the evaluation of proposals received in response to this solicitation. The evaluation will be based on the content of the proposal, proposal corrections and any information obtained from other sources, e.g. past performance information. The SST will not consider any proposal incorporated by reference, except as expressly allowed by this solicitation.

4.6 EVALUATION

The SST will evaluate each proposal and assign a consensus rating for each evaluation factor. Offerors are cautioned to put forth their best efforts for the Phase One submission, and to furnish all information clearly to allow the Government to determine their performance capability. Offerors should not assume that they will have an opportunity to clarify or correct anything in their proposal after submitting it in response to Phase One.

The Government will evaluate the Phase One proposals IAW the criteria described herein and will short list no more than five (5) of the Phase One Offerors to submit a Phase Two proposal and compete for the design-build contract in Phase Two. This work is being procured IAW FAR Subpart 36.3 Two-Phase Design-Build Selection Procedures. FAR Part 15 does NOT apply to Phase One of this competition. The Government intends, and reserves the right, during Phase One, to talk with, and/or obtain revised submissions from, none, one, or more of the Phase One offerors to determine which should be included in the second phase of the competition."

FAR Part 15 will apply to Phase Two IAW FAR 36.3.
In Phase Two, the short-listed Offerors will submit proposals in accordance with Section 00 22 20.
Phase One successful and unsuccessful Offerors will be notified upon completion of evaluations and down-select of Offerors to compete in Phase Two

4.7 DEFINITIONS

Deficiency: A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. A proposal containing a "deficiency" is un-awardable.

Weakness: A flaw in the proposal that increases the risk of unsuccessful contract performance.

Significant Weakness: A flaw in the 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 and (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).

4.8 EVALUATION AND RATING SYSTEM

General: The Government will review the proposals and rate the quality of each evaluation factor. The SST 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 in order to rank order the Offerors based on the judgment of the SST and present their findings to the Source Selection Authority.

Review Write-up: The Government will support each rating with a discussion, separately listing all strengths or advantages, weaknesses or disadvantages, deficiencies, and required clarifications.

PHASE ONE – SECTION 00 22 10 ATTACHMENTS

FORM A1 PROPOSAL DATA SHEET

1. Name of Solicitation:
2. Name of Firm:

Address:

Phone:

Fax:

E-mail:

DUNS # (used for accessing the Construction Contractor Appraisal Support System (CCASS) or A-E Contractor Administration Support System (ACASS) Database)

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. If the Offeror has never done work with the Government, provide the Tax ID number (TIN).

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:

FORM A2

1. Project name and location (city, country)	
2a. Name of Firm that performed this work (this should be the Offeror or one of the Offeror's subcontractors)	
2b. Offeror's involvement in this project (write in "Prime", "Subcontractor", or "Joint-Venture Partner") (if submitting subcontractor's experience tell us what the subcontractor's involvement was on the project)	
3a. Project Owner's name (Government Agency, commercial firm or other organization)	3b. Project Owner's complete address
4. Contract number of project	5. Date contract was signed
6. Date work was begun	7. Date work was completed or is scheduled for completion
8. Initial contract price (if this is experience where the Offeror is acting as a subcontractor, put amount of money the Offeror was responsible for and total contract amount). USD $	9. Current Contract amount (if this is experience where the Offeror is acting as a subcontractor, put amount of money the Offeror was responsible for and total contract amount). USD $
10a. Technical point of contact of the Project Owner (name, title, e-mail address, phone number and fax number)	10b. Contracting point of contact of the Project Owner (name, title, e-mail address, phone and fax numbers)
11. Description of Design and Construction work (describe scope of project and DETAILED nature and scope of work actually performed by the Offeror (or proposed Subcontractor). For additional explanation, please attach a continuation sheet.	
12. Current status of the project (fill in % complete) The work is_____% complete. (If not 100%, indicate current status, on-schedule, behind, terminated for convenience, etc.)	13. English Speaking point of contact for Past Performance information (if different from Project Owner) (name, title, e-mail address, phone and fax numbers)
14. Explain any Problem(s) Encountered and Solution(s) to Resolve them. If the initial completion date or initial contract amount changed during performance of the work, or there were any safety issues, the Offeror must provide an explanation here. If no problems were encountered and the contract was completed within the original schedule and budget, state so here. For additional explanation, please attach a continuation sheet.	

FORM A3

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

CONTRACT INFORMATION (Contractor to complete Blocks 1-4)

1. Contractor Information

Firm Name:
Address: CAGE Code:
Phone Number: UEI Number:
Email Address:
Point of Contact: Contact Phone Number:

2. Work Performed as: ☐ Prime Contractor ☐ Subcontractor ☐ 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
Actual Completion Date:
Explain Differences:

Original Contract Price (Award Amount):
Final Contract Price (to include all modifications, if applicable):
Explain Differences:

4. Project Description:

Complexity of Work: ☐ High ☐ Med ☐ Routine

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

CLIENT INFORMATION (Client to complete Blocks 5-8)

5. Client Information

Name: Title:
Phone Number:
Email Address:

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

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

8. Client's Signature:

NOTE: NAVFAC/USACE requests that the client completes this questionnaire and submits it directly 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.

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. *(If liquidated damages were assessed or the schedule was not met, please address below)*	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
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? *If no, please explain in Remarks section.*		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? *Indicate if show cause or cure notices were issued, or any default action in comment section below.*		Yes			No	
f) Have there been any indications that the contractor has had any financial problems? *If yes, please explain below.*		Yes			No	
6. SAFETY/SECURITY						
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	E	VG	S	M	U	N
b) Contractor complied with all security requirements for the project and personnel security requirements.	E	VG	S	M	U	N
7. GENERAL						
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Source Selection Authority in a timely manner regarding urgent contractual issues).	E	VG	S	M	U	N
b) Compliance with contractual terms/provisions *(explain if specific issues)*	E	VG	S	M	U	N
c) Would you hire or work with this firm again? *(If no, please explain below)*		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 discussion addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk *(please attach additional pages if necessary)***:**

Section 00 21 20 - Two Phase - Phase Two

Please see the attached document titled "Basis of award - Phase Two - W912DS26RA027"

*** END OF NARRATIVE ***

SECTION V

SOLICITATION SECTION 00 22 20

PHASE TWO OF TWO-PHASE DESIGN-BUILD SELECTION PROCEDURES

1.0 NOTICE TO OFFERORS

2.0 PROPOSAL SUBMISSION REQUIREMENTS AND INSTRUCTIONS

3.0 VOLUME I PHASE TWO FACTORS FOR EVALUATION

4.0 VOLUME II PRICE PROPOSAL

5.0 EVALUATION PROCEDURES

6.0 BASIS OF AWARD

1.0 NOTICE TO OFFERORS

1.1 Acquisition

This is the second Phase of a Two Phase solicitation, in accordance with FAR 36.3, for all work described in this solicitation. Only Offerors who were determined to be among the (up to 5) top qualified firms from Phase One are invited to submit Phase Two proposals. The Government will evaluate Phase Two proposals in accordance with the criteria described herein and award a firm fixed price contract to the responsible Offeror, whose proposal conforms to all the terms and conditions of the solicitation and whose proposal is the Best Value Trade Off to the Government from both the Phase One and Phase Two proposal evaluations.

For purposes of trade-off, the Phase One Factor 1 ratings and supporting rationale will be carried over to Phase Two. Offerors should not provide any Factor 1 information in their Phase Two proposal submission. For purposes of trade-off all non-price Factors 1 through 3 when combined are approximately equal in importance to price. All technical factors are rated equal.

This project is being procured on a small business set aside, competitive basis. The price used in the trade-off analysis shall be the Offeror's total amount for the base items and optional items. 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 Source Selection Authority (SSA) must determine that the added value of a more expensive proposal (within an acceptable range) would justify award to that Offeror.

Who May Submit – Phase Two is limited to those Offerors determined to be the up to five (5) Most Highly Qualified firms from the Phase One proposal evaluations.

Written questions must be received by this office not later than seven (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 negotiated 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 award is made. Page Limit and Size of Printed Materials

PAGE LIMIT AND SIZE OF PRINTED MATERIALS

Volume	Tab	Title	Maximum Pages
1	A	**Factor 2 Management Approach**	10
1	B	**Factor 3 Proposed Contract Duration, Phasing and Summary Schedule**	10
2	A	Price (Standard Form 1442 & Contract Line Item Schedule)	No Page Limit

2	B	Bid Guarantee	No Page Limit
2	C	Required Pre-Award Information	No Page Limit
2	D	Representations & Certifications	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. Each page of Volume I shall be numbered sequentially.

1.2 Joint Ventures

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.

2.0 PROPOSAL SUBMISSION REQUIREMENTS AND INSTRUCTIONS

2.1 Proposal Requirements and Submission

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:

a. Proposals shall be typed and easy to read. Margins (1-inch) shall be clean and clear.

b. 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.

c. Proposals must be sent in two separate volumes. Each volume shall be contained within a separate binder. Each volume shall be identified by the solicitation number, volume number, and name, address, and telephone number of the prime Offeror on the cover. Each volume shall contain a Table of Contents and include at the bottom left side of each page the volume and page number.

d. Offerors shall submit the Price Schedule in Volume II, which shall be completed in full including all options. Offerors may be required to provide complete cost and pricing data and certification or information other than cost or pricing data at a later date if needed to adequately evaluate price proposals.

e. Offerors shall submit a signed Offer (Standard Form 1442) in Volume II for this solicitation including verification of all amendments received.

f. 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.

g. 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.

2.0 Where to Submit

Offers are to be sent to Denisse.M.Soto@usace.army.mil
Proposals may be withdrawn in writing by e-mail: Denisse.M.Soto@usace.army.mil
Any written notice to withdraw an offer sent to this office must be received in the office designated in the Request for Proposal (RFP) for receipt of offers not later than the exact date and time set for receipt of proposals.

2.1 Submission Deadlines

a. The USACE must receive proposals not later than the time and date specified in Block 13 of Standard Form 1442.

b. It is the sole responsibility of the Offeror to ensure that its proposal arrives by the designated date and time.

2.2 Incurring Costs

The Government is not liable for any costs incurred by the Offerors submitting an offer in response to this solicitation.

2.3 Format Requirements

a. In the event that there is a discrepancy between the original or copies, the original will control. All proposals shall contain the volume number and the name, address and telephone number of the Prime and Major Subcontractors, Joint Venture, or other entity identified on the cover. The original proposal must be clearly marked as "ORIGINAL", and the original signatures must be in blue ink. Copies of the proposals must also be clearly marked as "COPY x of y (i.e. COPY 1 of 5)". Proposal clarity and material organization in each volume are mandatory. No material shall be incorporated by reference. Each volume will be submitted separately bound. The proposal shall address and contain the information listed below.

b. The information will be used by the Source Selection Board to evaluate each proposal. Offerors are advised that conciseness and relevance of the proposal is important and unrelated information will not be evaluated. Proposals that provide only superficial coverage of the information required below may not receive additional consideration and may be excluded from the competitive range. Additionally, should the proposal include any terms and conditions that conflict with the terms and conditions of the solicitation, the proposal may be determined to be "unacceptable" and thus ineligible for award.

3.0 **PHASE TWO FACTORS FOR EVALUATION**

3.1 VOLUME I PROPOSAL (FACTORS)

Location	Factor Number	Description	Relative Importance
TAB A	FACTOR 2	**Management Approach**	All technical factors when combined are approximately equal in importance to price. All technical factors are rated equal

TAB B	FACTOR 3	**Contract Duration, Phasing, and Summary Schedule**	All technical factors when combined are approximately equal in importance to price. All technical factors are rated equal

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

3.2 FACTOR 2 – Management Approach

GENERAL: Each Offeror's approach will be reviewed to determine which approach could minimize impacts to current operations at Times Square.

3.2.1 Submission Requirements:

Provide a management plan of the design and construction process, not to exceed ten (10) typed pages (double sided pages count as two pages), for the project that describes how your labor(staff and experience), resources, subcontractors and material suppliers will be coordinated and used to ensure successful completion of the project. Discuss the qualifications of your on-site team (e.g., degrees, registrations, number of years of experience, etc). Describe how you will manage, supervise and coordinate the subcontractors' work and who in the organization will be responsible for this management and coordination. Discuss which resources are available but will not be present at the site. Discuss how you will leverage communication and the partnering process to assist with risk management cost control on the project.

Discuss how you will coordinate the permitting process with other stakeholders including Times Square Alliance, Department of Transportation, MTA / NYC Transit Authority, the City of New York DOB, or any other applicable agencies.

The management plan shall include: (i) a plan of how the work will be phased, (ii) a schedule and (iii) a risk mitigation plan, including, but not limited to, management of unknown site conditions (unknown utilities). The management plan shall address how disruption and/or interruption to operations at Times Square shall be minimized. The phasing discussion shall include potential staging areas that will progress and the impact it will have on the operations at Times Square. The management plan shall address how noise, vibration, potential disruption of nearby business activity will be maintained at the lowest levels possible. The management plan shall address how impacts to the neighboring community shall be minimized to the extent possible.

Describe the Offeror's quality control approach, which may include corporate systems and capabilities to maintain quality control of the construction work. Describe any construction management off-the-shelf software system proposed for use with this project (if applicable) which will provide efficiencies in construction management and submittal review. Note that RMS/QCS are required for use in accordance with Section 01 45 01.10 06 USACE Quality Control System (QCS).

Provide an organizational chart for this project showing home office support, on-site management and the responsible chain of command for the Offeror. Joint venture Offerors must show the respective areas of responsibility for each joint venture member. Clearly delineate on-site from off-site personnel on the organizational chart. Quality Control and Safety on-site personnel shall be included in the chart. The organizational chart may be submitted on 11" x 17" paper and will not be counted as part of the ten (10) page limit.

NOTE: The Management Plan, as a part of the overall proposal, will be incorporated into and made part of the contract upon award.

NOTE: Any on-site personnel that are identified by name and with qualifications (e.g. degrees, registrations, number of years of experience, etc.) for the Management Plan and organizational chart shall be used on the contract. No deviation or substitutions will be permitted after award unless approved in writing by the Contracting Officer and shall not be approved unless the replacement personnel are considered equal or better in comparison to the personnel submitted with the proposal.

3.2.2 Evaluation Criteria:

Comprehensive plans that demonstrate a clear understanding of the work, minimizing disruptions to the operations at Times square, and an ability to construct and monitor to ensure successful pursuit of the work will be considered to meet the RFP requirements. Plans that do not demonstrate a clear understanding of the work, that do not demonstrate the ability to design, build and install the video display while minimizing the operations of Times Square Recruiting Station and maintaining partial access to existing facilities, or that do not demonstrate a capability to coordinate resources will be considered to not meet the RFP requirements. Plans will also be evaluated based on the level of involvement the Offeror will have in the management, oversight, control, and coordination of the work performed by subcontractors. The SSEB will evaluate the clarity, adequacy, capabilities and strengths of the Offeror's organizational chart for managing a successful project. An organizational chart that clearly depicts a highly qualified on-site team supported by appropriate resources off-site and that clearly defines responsibilities will be considered to meet the RFP requirements. Charts that are confusing, cluttered with duplicative entries, or that do not clearly define responsibilities will be considered to not meet the RFP requirements.

NOTE: Any pages submitted which exceed the 10-page limit (not including the organizational chart) will not be evaluated.

Rating Guidelines for Factor 2

Combined Technical/Risk Rating Method

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

Technical Assessment Ratings

Adjectival Rating	Description
Outstanding	**Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths and risk of unsuccessful performance is low.**
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.**
Acceptable	**Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.**
Marginal	**Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.**
Unacceptable	**Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/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.

3.4 FACTOR 3 – PROPOSED CONTRACT DURATION, PHASING, AND SUMMARY SCHEDULE

Submission Requirements:

Offeror must demonstrate the following (but not limited to):
Ability to perform work IAW the criteria established in the RFP whilst accounting for logistical limitations of Times Square.

The contract duration included in this solicitation is based on the Government's concept design.

The Offeror should use its specialized experience, technical competence, and professional qualifications to schedule a contract duration that meets the Government's minimum requirements with an emphasis on reducing costs and achieving an aggressive schedule.

Submit a summary level schedule for the Times Square Video Display Upgrade. 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 3201.00 10: Project Schedule. 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 shall include the following activities.

1. Preconstruction
2. Submittals
3. Permitting
4. Onsite Mobilization
5. Site surveying and existing conditions field investigations and documentation
6. Shop drawing completion
7. Material and equipment fabrication and procurement
8. Material and equipment delivery to project site
9. Utility work
10. Commissioning
11. Training
12. Facility turnover to Government Contract Closeout

Schedule submission shall 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.

Schedule shall show inspection and turnover activities. The time to complete the project and turnover to the Government must consider the requirement for the Contractor's CQC completion inspection and the subsequent joint Contractor- Government turnover inspection.

Submit a narrative discussing the project's critical path. The critical path must 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 a 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 (e.g., labor or material availability, weather, permits, etc.). Consider seasonal constraints for certain work activities (various holiday events). Identify the potential long lead material procurement items.
Describe the time control capabilities and systems to be used to plan the project and how the schedule will be used to manage construction from notice to proceed to completion. Discuss internal procedures for handling delays to minimize time growth.

The narrative and summary schedule must also discuss the preconstruction activities, long lead material

procurement durations, anticipated durations of utility shut-downs, anticipated closures of roadways and parking.

a. Evaluation Criteria

The Government will evaluate the strengths, weaknesses and any deficiencies in the narrative focused on logic, task duration and critical path. The Government will evaluate the firm's understanding and the capability to execute the project as presented in the narrative required in the submission.

The Government will evaluate the summary schedule for new construction and demolition. 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 Government will evaluate the schedule to assess the strength of understanding of the project scope, restrictions which must be considered in the schedule e.g., long lead items, etc. The Government 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 Government over one that merely indicates an adequate understanding of the scope, restrictions, major milestones and general understanding of the various events that can affect start and completion of construction may receive additional consideration.

Rating Guidelines for Factor 3

Combined Technical/Risk Rating Method

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

Technical Assessment Ratings

Adjectival Rating	Description
Outstanding	**Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths and risk of unsuccessful performance is low.**
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.**
Acceptable	**Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.**
Marginal	**Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.**
Unacceptable	**Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/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.

4.0 VOLUME II PRICE PROPOSAL

Submit the Pro Forma information in a separate envelope labeled: "Volume 2 - Pro Forma Requirements." 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 Contract Line Item Number (CLIN) Schedule, containing proposed line item and total pricing. The base contract price plus option items price will be the total evaluated price (TEP). This price will be used for the purpose of tradeoff.

Supplemental Cost Breakdown. The Government requests a cost breakdown of the Contract Line items in a sealed envelope marked "Cost Breakdown Information", in Excel format. The Government will provide details for the preparation of the cost breakdown. This information is required for the initial proposal and, if requested, for any revised proposals. This information is not an opportunity for an Offeror to revise its non-price or price proposal.

Evaluation Criteria

Price will not be rated or scored, but will be evaluated for fairness and reasonableness through the use of a price analysis. 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, 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.

If deemed necessary, the supplemental price breakdown information will be used to assist the Government in performing the price evaluations described above.

4.1 TAB B - SELF-PERFORMED WORK

Submission Requirements:

The Offeror shall confirm that it understands and that it shall perform the amount of work required to be self-performed.

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 Offeror must confirm that it understands the amount of work performed, based on the status of the Offeror, 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.

4.2 TAB C - REQUIRED PRE-AWARD INFORMATION

Submission Requirements:

Submit this information for the Source Selection Authority'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 bank,

(7) Information showing Offeror's Letter of Assurance and Bank Letter Guaranty.

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

(9) Verification the business is registered in the United States; and

(10) The registered address of the business in United States; and

(11) A signed letter from an officer of a bank within the United States verifying that the company conducts business with that institution.

4.3 TAB D – REPRESENTATIONS & CERTIFICATIONS

SUBMISSION REQUIREMENTS: Confirm that the Offeror's representations and certifications have been completed 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 Source Selection Authority shall use this information in making an affirmative responsibility determination for award to the Successful Offeror, in accordance with FAR Part 9.

5.0 EVALUATION PROCEDURES

5.1 SOURCE SELECTION TEAM (SST)

5.1.1 The SST, which consist of both the Technical Evaluation Board (TEB) and Price Evaluation Board (PEB), will be established to conduct the evaluation of proposals received in response to this solicitation. The evaluation will be based on the content of the proposal and any subsequent discussions required, as well as information obtained from other sources, e.g. past performance information. The SST will not consider any information incorporated by reference.

5.2 EVALUATION

5.2.1 The SST will evaluate the proposals and assign a consensus rating for each evaluation factor.

5.2.2 The Government intends to award without discussions. A "Competitive Range" is a subjective determination of the most highly rated proposals in the event that discussions with Offerors are required or considered to be in the Government's best interests. In such an event, the Source Selection Authority will establish a competitive range of all the most highly rated proposals.

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

5.2.4 Upon conclusion of discussions, those Offerors still considered the most highly rated, will be afforded an opportunity to submit their proposal revisions for final evaluation and selection.

5.3 DEFINITIONS

Deficiency: A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. A proposal containing a "deficiency" is un-awardable.

Weakness: A flaw in the proposal that increases the risk of unsuccessful contract performance.

Significant Weakness: A flaw in the 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 and (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).

6.0 BASIS OF AWARD

6.1 This is a Best Value Trade Off procurement where the Source Selection Authority will award a firm fixed price contract to the responsible Offeror whose proposal the Source Selection Authority has 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 when combined are approximately equal in importance to price.**

For purposes of trade-off all non-price Factors 1 through 3 when combined are approximately equal in importance to price. All technical factors are rated equal. The intent of this solicitation is to obtain the best value for the Government. After the SSEB members individually evaluate and rate each proposal, the Source Selection Authority will compare proposals to determine which proposal represents the best value to the Government. 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. Should the proposals include any terms and conditions that conflict with the terms and conditions set forth in the solicitation, the proposals may be determined to be Unacceptable. If there is a lower priced, conforming offer(s), the Source Selection Authority must determine that the added value of a more expensive proposal would justify award to that Offeror.

FORM A4 KEY PERSONNEL RESUME

(Note this form may be duplicated or re-created in a similar formatand without horizontal lines)

Match the positions on this page to the list of key personnel in the discussion submission requirements and evaluation criteria.

a. Name & Title (e.g.: Sr. Architect)

_____

b. Assignment on this Project

.

c. Name of Current Employer

_____

d. No. of Years (in the current field of expertise): With this Firm_____With other Firms

.

e. Education: Degree(s)/Year/Specialization/Institution

_____

_____

f. Active Professional Registration, if any:

_____

First Year/ Current Year_____/_____

g. Describe Your Specific Experience and Qualifications Relevant to this Project (include previous employers, name of position, duration of employment, a brief description of duties, and highlight relevant necessary requirements, such as, structural civil, geotechnical, and coastal engineering):

_____

_____

End of Form A4

Section 00 45 00 - Representations and Certifications

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	2024-09		
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	2017-01		
52.229-12	Tax on Certain Foreign Procurements. (Deviation 2026-O0038)	2021-02		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	2022-09		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	2016-10		
252.225-7055	Representation Regarding Business Operations with the	2022-05		

	Maduro Regime.	
252.225-7057	Preaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	2022-08
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	2023-06

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.209-7	Information Regarding Responsibility Matters. (Deviation 2026-O0038)	2026-02		

Information Regarding Responsibility Matters (Feb 2026) (Deviation 2026-O0038)

(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 (FAPIIS) 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)

52.209-13	Violation of Arms Control Treaties or Agreements-Certification. (Deviation 2026-O0038)	2026-02

Violation of Arms Control Treaties or Agreements-Certification (Feb 2026) (Deviation 2026-O0038)

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101.

(b) Certification. [Offeror shall check either (1) or (2).]

[ ] (1) The Offeror certifies that-

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-

arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; or

[ ] (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If such activity might have occurred, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless-

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has

(i) Waived application under 22 U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

(e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

52.215-6	Place of Performance. (Deviation 2026-O0038)	2026-02

Place of Performance (Feb 2026) (Deviation 2026-O0038)

(a) The offeror or respondent, in the performance of any contract resulting from this request for proposals, [ ] intends, [ ] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, ZIP Code)
Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent

____ ____
____ ____

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7007	Alternate A, Annual Representations and Certifications.	2025-10	Alternate A	2025-10

ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2025)

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 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.

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

[ ] (i) Paragraph (e) applies.

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

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

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

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

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

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

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of $200,000 or more.

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

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

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

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

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

[ ](iii) 252.225-7020, Trade Agreements Certificate.

[ ] Use with Alternate I.

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

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

[ ] Use with Alternate I.

[ ] Use with Alternate II.

[ ] Use with Alternate III.

[ ] Use with Alternate IV.

[ ] Use with Alternate V.

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

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

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at https://www.sam.gov. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	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)

252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	2021-05

PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (MAY 2021)

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

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.222-3	Convict Labor. (Deviation 2026-O0038)	2026-02		
52.222-7	Withholding of Funds. (Deviation 2026-O0038)	2026-02		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	2026-02		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.226-7003	Drug-Free Work Force.	2024-08		

Section 00 72 00 - General Conditions

UAI 5152.236-9011 Design-Build Construction Contracts

DESIGN-BUILD CONSTRUCTION CONTRACTS (MAR 2019)

(a) Design-Build Contract Order of Precedence. The contract includes the standard contract clauses and schedules current at the time of contract award. It entails (1) the Solicitation in its entirety, including all drawings, cuts, and illustrations, and any amendments, and (2) the successful offeror's accepted proposal. The contract constitutes and defines the entire agreement between the Contractor and the Government. No documentation shall be omitted which in any way bears upon the terms of that agreement.

(1) In the event of conflict or inconsistency between any portion of this contract, precedence shall be given in the following order:

i. Betterments: Any portions of the accepted proposal which both conform to and exceed the requirements of the Solicitation.

ii. The requirements of the Solicitation. (See also FAR 52.236-21, Specifications and Drawings for Construction)

iii. All other elements of the accepted proposal.

iv. Any design products including, but not limited to, plans, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc. These are "deliverables" under the contract and are not part of the contract itself. Design products must conform to all provisions of the contract, in the order of precedence herein.

(b) Personnel, subcontractors, and outside associates or consultants. In connection with this contract, any in-house personnel, subcontractors, and outside associates or consultants will be limited to individuals or firms that were specifically identified in the Contractor's accepted proposal. The Contractor shall obtain the Contracting Officer's written consent before making any substitution for these designated in-house personnel, subcontractors, associates, or consultants. If the Contractor proposes a substitution, it shall submit the same type of information that was submitted in the accepted proposal to the Contracting Officer for evaluation and approval. The level of qualifications and experience submitted in the accepted proposal or that required by the Solicitation, whichever is greater, is the minimum standard for any substitution.

(c) Responsibility of the Contractor for Design. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other non-construction services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiency in its designs, drawings, specifications, and other nonconstruction services and perform any

necessary rework or modifications, including any damage to real or personal property, resulting from the design error or omission.

(1) The standard of care for all design services performed under this agreement shall be the care and skill ordinarily used by members of the architectural or engineering professions practicing under similar conditions at the same time and locality. Notwithstanding the above, in the event that the contract specifies that portions of the Work be performed in accordance with a performance standard, the design services shall be performed so as to achieve such standards.

(2) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract. The Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of these services furnished under this contract.

(3) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

(4) If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

(d) Contractor's Role during the Design Process. The Contractor's construction management key personnel shall be actively involved during the design process to effectively integrate the design and construction requirements of this contract. In addition to the typical required construction activities, the Contractor's involvement includes, but is not limited to actions such as: integrating the design schedule into the Master Schedule to maximize the effectiveness of fast-tracking design and construction(within the limits allowed in the contract), ensuring constructability and economy of the design, integrating the shop drawing and installation drawing process into the design, executing the material and equipment acquisition programs to meet critical schedules, effectively interfacing the design and construction quality control (QC) management programs with the design QC program, and maintaining and providing the design team with accurate, up-to-date redline and as-built documentation for eventual submission as Record Drawings.. The Contractor shall require and manage the active involvement of key trade subcontractors in the above activities.

(e) Deviating from the Accepted Design. The Contractor must obtain the approval of the Designer of Record and the Government's concurrence, in the form of supplemental agreement to the contract, for any Contractor-proposed revision to the professionally stamped-and-sealed and Government reviewed final design that has been released for Construction before proceeding with the revision. The Government reserves the right to disapprove such a revision.

(1) The Government reserves the right to non-concur with any revision to the final design that has been released for construction, including those which may impact furniture, furnishings, equipment selections or operations decisions that were made, based on the reviewed design.

(2) Any Contractor-proposed revision to the design which deviates from the contract requirements (i.e., the Request for Proposal (RFP) and the accepted proposal), will require a bilateral modification (e.g. supplemental agreement) to the contract before any work commences.

(3) Unless the Government initiates a change to the contract requirements, or the Government determines that the Government furnished design criteria are incorrect and must be revised, any Contractor initiated proposed change to the contract requirements, which results in additional cost, shall strictly be at the Contractor's expense.

(4) The Contractor shall track all approved revisions to the reviewed and accepted design and shall incorporate them into the as-built design documentation, in accordance with agreed procedures. The Designer of USACE Acquisition Instruction (UAI) Record shall document its professional concurrence on the as-builts for any revisions in the stamped and sealed drawings and specifications.

(f) Value Engineering after Award. In reference to Federal Acquisition Regulation (FAR) 52.248-3, Value Engineering - Construction, the Government may refuse to entertain a "Value Engineering Change Proposal" (VECP) for those "performance oriented" aspects of the Solicitation documents which were addressed in the Contractor's accepted contract proposal and which were evaluated in competition with other offerors for W912DS26RA027 award of this contract.

(1) The Government may consider a VECP for those "prescriptive" aspects of the Solicitation documents, not addressed in the Contractor's accepted contract proposal or addressed but evaluated only for minimum conformance with the Solicitation requirements.

(2) For purposes of this clause, the term "performance oriented" refers to those aspects of the design criteria or other contract requirements, which allow the offeror or Contractor certain latitude, choice of and flexibility to propose in its accepted proposal a choice of design, technical approach, design solution, construction approach or other approach to fulfill the contract requirements. Such requirements generally tend to be expressed in terms of functions to be performed, performance required or essential physical characteristics, without dictating a specific process or specific design solution for achieving the desired result.

(3) In contrast, for purposes of this clause, the term "prescriptive" refers to those aspects of the design criteria or other Solicitation requirements wherein the Government expressed the design solution or other requirements in terms of specific material, approaches, systems, and/or processes to be used. Prescriptive aspects typically allow the offerors little or no freedom in the choice of design approach, materials, fabrication techniques, methods of installation, or any other approach to fulfill the contract requirements.

(g) Warranty of Design. The Contractor warrants that the design shall be performed in accordance with the contract requirements. Design and design related construction not conforming to the Contract requirements shall be corrected at no additional cost to the Government. The standard of care for design is defined in paragraph c of this clause, Responsibility of the Contractor for Design.

(1) The period of this warranty shall commence upon final completion and the Government's acceptance of the work, or in the case of the Government's beneficial occupancy of all or part of the work for its convenience, prior to final completion and acceptance, at the time of such occupancy.

(2) This design warranty shall be effective from the above event through the Statute of Limitations and Statute of Repose or host nation law, as applicable to the place of construction performance.

(3) The rights and remedies of the Government provided for under this clause are in addition to any other rights and remedies provided in this contract or by law.

(h) Government Re-Use of Design. In conjunction with the Defense Federal Acquisition Regulation Supplement (DFARS) 252.227-7022, Government Rights (Unlimited), the Government will not ask for additional originals or copies of the design works after the Contractor provides all required design documentation and record drawing documentation under the instant contract. Further, if the Government uses the design for other projects without additional compensation to the Contractor for re-use, the Government releases the Contractor from liability in the design on the other projects, due to defects in the design that are not the result of fraud, gross mistake as amounts to fraud, gross negligence or intentional misrepresentation.

(End of clause)

*** END OF NARRATIVE ***

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.202-1	Definitions.	2020-06		
52.203-3	Gratuities.	1984-04		
52.203-5	Covenant Against Contingent Fees.	2014-05		
52.203-6	Restrictions on Subcontractor Sales to the Government.	2020-06		
52.203-7	Anti-Kickback Procedures.	2020-06		
52.203-8	Cancellation, Rescission, and	2014-05		

	Recovery of Funds for Illegal or Improper Activity.	
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	2014-05
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	2020-06
52.203-13	Contractor Code of Business Ethics and Conduct.	2021-11
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01
52.204-9	Personal Identity Verification of Contractor Personnel.	2011-01
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-O0038)	2026-02
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02
52.204-19	Incorporation by Reference of Representations and Certifications.	2014-12
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	2026-02

52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038)	2026-02
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02
52.210-1	Market Research. (Deviation 2026-O0038)	2026-02
52.215-2	Audit and Records-Negotiation. (Deviation 2026-O0038)	2026-02
52.215-8	Order of Precedence-Uniform Contract Format. (Deviation 2026-O0038)	2026-02
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data.	2011-08
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-Modifications. (Deviation 2026-O0038)	2026-02
52.215-12	Subcontractor Certified Cost or Pricing Data. (Deviation 2026-O0038)	2026-02
52.215-13	Subcontractor Certified Cost or Pricing Data-Modifications. (Deviation 2026-O0038)	2026-02
52.215-15	Pension Adjustments and Asset Reversions. (Deviation 2026-O0038)	2026-02

52.215-17	Waiver of Facilities Capital Cost of Money.	1997-10
52.215-23	Limitations on Pass-Through Charges. (Deviation 2026-O0038)	2026-02
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	2026-02
52.219-8	Utilization of Small Business Concerns. (Deviation 2026-O0038)	2026-02
52.219-33	Nonmanufacturer Rule. (Deviation 2026-O0038)	2026-02
52.222-6	Construction Wage Rate Requirements. (Deviation 2026-O0038)	2026-02
52.222-8	Payrolls and Basic Records. (Deviation 2026-O0038)	2026-02
52.222-9	Apprentices and Trainees. (Deviation 2026-O0038)	2026-02
52.222-10	Compliance with Copeland Act Requirements. (Deviation 2026-O0038)	2026-02
52.222-11	Subcontracts (Labor Standards). (Deviation 2026-O0038)	2026-02
52.222-12	Contract Termination-Debarment.	2014-05
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations.	2014-05

52.222-14	Disputes Concerning Labor Standards. (Deviation 2026-O0038)	2026-02
52.222-15	Certification of Eligibility.	2014-05
52.222-30	Construction Wage Rate Requirements-Price Adjustment (None or Separately Specified Method).	2018-08
52.222-35	Equal Opportunity for Veterans. (Deviation 2026-O0038)	2026-02
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	2026-02
52.222-37	Employment Reports on Veterans. (Deviation 2026-O0038)	2026-02
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038)	2026-02
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02
52.222-54	Employment Eligibility Verification. (Deviation 2026-O0038)	2026-02
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026. (Deviation 2026-O0038)	2026-02
52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation 2026-	2026-02

	O0038)	
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	2026-04
52.223-23	Sustainable Products. (Deviation 2026-O0038)	2026-02
52.226-7	Drug-Free Workplace.	2024-05
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05
52.227-1	Authorization and Consent.	2020-06
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	2020-06
52.227-4	Patent Indemnity-Construction Contracts.	2007-12
52.228-2	Additional Bond Security.	1997-10
52.228-5	Insurance-Work on a Government Installation.	1997-01
52.228-11	Individual Surety-Pledge of Assets.	2021-02
52.228-12	Prospective Subcontractor Requests for Bonds.	2022-12
52.228-14	Irrevocable Letter of Credit.	2014-11
52.228-15	Performance and Payment Bonds-Construction.	2020-06

52.228-17	Individual Surety-Pledge of Assets (Bid Guarantee).	2021-02
52.229-3	Federal, State, and Local Taxes.	2013-02
52.232-17	Interest.	2014-05
52.232-23	Assignment of Claims.	2014-05
52.232-27	Prompt Payment for Construction Contracts.	2017-01
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10
52.232-39	Unenforceability of Unauthorized Obligations.	2013-06
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03
52.233-3	Protest after Award. (Deviation 2026-O0038)	2026-02
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02
52.236-2	Differing Site Conditions. (Deviation 2026-O0038)	2026-02
52.236-3	Site Investigation and Conditions Affecting the Work. (Deviation 2026-O0038)	2026-02
52.236-5	Material and Workmanship. (Deviation 2026-O0038)	2026-02

52.236-6	Superintendence by the Contractor. (Deviation 2026-O0038)	2026-02
52.236-7	Permits and Responsibilities. (Deviation 2026-O0038)	2026-02
52.236-8	Other Contracts. (Deviation 2026-O0038)	2026-02
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (Deviation 2026-O0038)	2026-02
52.236-10	Operations and Storage Areas. (Deviation 2026-O0038)	2026-02
52.236-11	Use and Possession Prior to Completion. (Deviation 2026-O0038)	2026-02
52.236-12	Cleaning Up. (Deviation 2026-O0038)	2026-02
52.236-13	Accident Prevention. (Deviation 2026-O0038)	2026-02
52.236-14	Availability and Use of Utility Services. (Deviation 2026-O0038)	2026-02
52.236-15	Schedules for Construction Contracts. (Deviation 2026-O0038)	2026-02
52.236-17	Layout of Work. (Deviation 2026-O0038)	2026-02
52.236-21	Specifications and Drawings for Construction. (Deviation 2026-	2026-02

	O0038)	
52.242-13	Bankruptcy.	1995-07
52.242-14	Suspension of Work.	1984-04
52.243-4	Changes. (Deviation 2026-O0038)	2026-02
52.244-5	Competition in Subcontracting.	2024-08
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-04
52.246-12	Inspection of Construction.	1996-08
52.246-21	Warranty of Construction.	1994-03
52.249-2	Termination for Convenience of the Government (Fixed-Price).	2012-04
52.249-10	Default (Fixed-Price Construction).	1984-04
52.253-1	Computer Generated Forms. (Deviation 2026-O0038)	2026-02

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	1991-12		
252.203-7000	Requirements Relating to	2011-09		

	Compensation of Former DoD Officials.	
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	2023-01
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12
252.203-7003	Agency Office of the Inspector General.	2019-08
252.203-7004	Display of Hotline Posters.	2023-01
252.204-7000	Disclosure of Information.	2016-10
252.204-7003	Control of Government Personnel Work Product.	1992-04
252.204-7004	Antiterrorism Awareness Training for Contractors.	2023-01
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.	2023-01
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	2024-05
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01
252.205-7000	Provision of Information to Cooperative Agreement Holders.	2024-10

252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	2019-05
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements.	2023-01
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	2014-09
252.223-7008	Prohibition of Hexavalent Chromium.	2023-01
252.225-7012	Preference for Certain Domestic Commodities.	2022-04
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings.	2023-01
252.225-7048	Export-Controlled Items.	2013-06
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	2023-01
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	2023-06
252.226-7001	Utilization of Indian Organizations, Indian-Owned	2023-01

	Economic Enterprises, and Native Hawaiian Small Business Concerns.	
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12
252.232-7004	DoD Progress Payment Rates.	2014-10
252.232-7010	Levies on Contract Payments.	2006-12
252.236-7000	Modification Proposals--Price Breakdown.	1991-12
252.236-7013	Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers.	2023-01
252.243-7001	Pricing of Contract Modifications.	1991-12
252.243-7002	Requests for Equitable Adjustment.	2022-12
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	2023-11
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations.	2010-10
252.246-7008	Sources of Electronic Parts.	2023-01
252.247-7023	Transportation of Supplies by Sea.	2024-10

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.211-12	Liquidated Damages-Construction.	2000-09		

Liquidated Damages-Construction (Sept 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 $3,713.00 for each calendar day of delay until the work is completed or accepted. This amount is the "first tier" demurrage based upon costs incurred in administration of the contract past the completion date. This amount does not include any liquidated damages for each day of delay that would accrue to the using service from exclusion of beneficial occupancy. The "second tier" demurrage shall be assessed at the rate calculated below in the event the contractor fails to complete documented punchlist items after the date of beneficial occupancy: Total Cost/Day =$928.00/day.

(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)

52.219-14	Limitations on Subcontracting. (Deviation 2026-O0038)	2026-02		

Limitations on Subcontracting (Feb 2026) (Deviation 2026-O0038)

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

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

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

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

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

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

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

(3) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;

(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;

(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and

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

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

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

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

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

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that

are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

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

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

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

[*Contracting Officer check as appropriate.*]

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

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

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

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

(1) In a joint venture comprised of a small business protege and its mentor approved by the Small Business Administration, the small business protege shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protege in the joint venture must be more than administrative functions.

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

(End of clause)

52.219-28	Postaward Small Business Program Rerepresentation. (Deviation 2026-O0038)	2026-02

Postaward Small Business Program Rerepresentation (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this clause-

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

Small business concern-

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

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

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

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

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

(3) For long-term contracts-

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

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

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

(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

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

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

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

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

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

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

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

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

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

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

(5) Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program. The Contractor represents that it [ ] is, [ ] is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

(6) HUBZone joint venture eligible under the HUBZone Program.[Complete only if the offeror is a HUBZone small business concern.] The offeror represents, as part of its offer, that It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern. [____Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

52.225-9	Buy American-Construction Materials. (Deviation 2026-O0038)	2026-02

Buy American-Construction Materials (Feb 2026) (Deviation 2026-O0038)

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

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

(1) Means any item of supply (including construction material) that is-

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

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

Cost of components means-

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

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

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

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

Domestic construction material means-

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

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

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

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

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

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

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

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

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the

elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

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

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

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

(b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

NONE

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

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

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

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

(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest

offer of foreign construction material that exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A)*(1)* of this clause.

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

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

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

(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest foreign offer of construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(B)*(1)* of this clause.

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

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

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

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

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

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

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

Foreign and Domestic Construction Materials Price Comparison			
Construction material description	Unit of measure	Quantity	Price (dollars)*
Item 1:			

Foreign construction material.	____	____	____
Domestic construction material.	____	____	____
Item 2:			
Foreign construction material.		____	____
Domestic construction material.	____	____	____

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

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

[*Include other applicable supporting information.*]

(End of clause)

52.229-11	Tax on Certain Foreign Procurements-Notice and Representation.	2020-06

Tax on Certain Foreign Procurements-Notice and Representation (Jun 2020)

(a) Definitions. As used in this provision-

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area of the United States.

United States person as defined in 26 U.S.C. 7701(a)(30) means

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if-

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror may claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is

provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that

(1) It [ ] is [ ] is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that-I am claiming on the IRS Form W-14 [ ] a full exemption, or [ ] partial or no exemption [Offeror must select one] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then-

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the IRS as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of provision)

52.232-5	Payments under Fixed-Price Construction Contracts.	2014-05

Payments under Fixed-Price Construction Contracts (May 2014)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if-

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

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

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

____ (Name)

____ (Title)

____ (Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall-

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until-

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as-

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after-

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the

Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of1940 (31 U.S.C.3727 and 41 U.S.C. 6305).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR 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.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under paragraph (d)(2) of this clause shall be-

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(End of clause)

52.232-16	Progress Payments. (Deviation 2026-O0038)	2026-02

Progress Payments (Feb 2026) (Deviation 2026-O0038)

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 product or commercial service 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 product or commercial service purchase that meets the definition and standards for acquisition of commercial products and commercial services 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 FAR 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 [Contracting Officer insert date as prescribed by agency head; if not prescribed, insert "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)

52.248-3 Value Engineering-Construction. 2025-10

Value Engineering-Construction (Oct 2025)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) of this clause.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

Collateral savings, as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

Contractor's development and implementation costs, as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

Government costs, as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

Instant contract savings, as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) of this clause).

Value engineering change proposal (VECP) means a proposal that-

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change-

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in paragraphs (c)(1) through (7) of this clause. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) of this clause.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be

issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing-

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by-

(i) 45 percent for fixed-price contracts; or

(ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to-

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or $100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of $90,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) of this clause, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering-Construction clause of contract ____, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in

these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.252-2	Clauses Incorporated by Reference.	1998-02

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/ ____ ____[Insert one or more Internet addresses]

(End of clause)

52.252-6	Authorized Deviations in Clauses.	2020-11

Authorized Deviations in Clauses (Nov 2020)

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

(b) The use in this solicitation or contract of any Defense Acquisition Regulation[insert regulation name] (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7021	Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirements.	2025-11		

CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

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

"Controlled unclassified information" means information the Government creates or possesses, or information an entity creates or possesses for or on behalf of the Government, that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls (32 CFR 2002.4(h)).

"Current" means-

(1) With regard to Conditional Cybersecurity Maturity Model Certification (CMMC) Status-

(i) Not older than 180 days for Conditional Level 2 (Self) assessments and Conditional Level 2 (certified third-party assessment organization (C3PAO)) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance by an affirming official (see 32 CFR 170.4); and

(ii) Not older than 180 days for Conditional Level 3 (Defense Industrial Base Cybersecurity Assessment Center (DIBCAC)) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance by an affirming official;

(2) With regard to Final CMMC Status-

(i) Not older than 1 year for Final Level 1 (Self), with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.15); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official;

(ii) Not older than 3 years for Final Level 2 (Self) assessments and Final Level 2 (C3PAO) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(iii) Not older than 3 years for Final Level 3 (DIBCAC) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(3) With regard to affirmation of continuous compliance (32 CFR 170.22), not older than 1 year with no changes in compliance with the requirements at 32 CFR part 170.

"Cybersecurity Maturity Model Certification (CMMC) status" means the result of meeting or exceeding the minimum required score for the corresponding assessment. The potential statuses are as follows:

(1) Final Level 1 (Self).

(2) Conditional Level 2 (Self).

(3) Final Level 2 (Self).

(4) Conditional Level 2 (C3PAO).

(5) Final Level 2 (C3PAO).

(6) Conditional Level 3 (DIBCAC).

(7) Final Level 3 (DIBCAC).

"Cybersecurity Maturity Model Certification unique identifier (CMMC UID)" means 10 alpha-numeric characters assigned to each CMMC assessment and reflected in the Supplier Performance Risk System (SPRS) for each contractor information system.

"Federal contract information (FCI)" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government. It does not include information provided by the Government to the public, such as on public websites, or simple transactional information, such as information necessary to process payments.

"Plan of action and milestones" means a document that identifies tasks to be accomplished. It details resources required to accomplish the elements of the plan, any milestones in meeting the tasks, and scheduled completion dates for the milestones, as defined in National Institute of Standards and Technology Special Publication 800-115 (32 CFR 170.21).

(b) *Framework*. The Cybersecurity Maturity Model Certification (CMMC) is a framework for assessing a contractor's compliance with applicable information security protections (see 32 CFR part 170).

(c) *Duplication*. The CMMC assessments will not duplicate efforts from any other comparable DoD assessment, except for rare circumstances when a reassessment may be necessary, for example, when there are indications of issues with cybersecurity and/or compliance with CMMC requirements.

(d) *Requirements*. The Contractor shall-

(1)(i) Have and maintain for the duration of the contract a current CMMC status at the following CMMC level, or higher: N/A: *CMMC Level 1 (Self); CMMC Level 2 (Self); CMMC Level*

2 (C3PAO); or CMMC Level 3 (DIBCAC) for all information systems used in performance of the contract, task order, or delivery order that process, store, or transmit FCI or CUI; and

(ii) Consult 32 CFR 170.23 related to the flowdown of the CMMC requirements, and flow down the correct CMMC level to subcontracts and other contractual instruments;

(2) Only process, store, or transmit FCI or CUI on contractor information systems that have a CMMC status at the CMMC level required in paragraph (d)(1) of this clause, or higher;

(3) Complete on an annual basis, and maintain as current, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required in paragraph (d)(1) of this clause in the Supplier Performance Risk System (SPRS) (*https://piee.eb.mil*) for each CMMC UID applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract;

(4) Ensure all subcontractors and suppliers complete prior to subcontract award, and maintain on an annual basis, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required for the subcontract or other contractual instrument for each of the subcontractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the subcontract; and

(5) If the Contractor has a CMMC Status of Conditional, successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(e) *Reporting*. The Contractor shall-

(1) Submit to the Contracting Officer-

(i) The CMMC UID(s) issued by SPRS for contractor information systems that will process, store, or transmit FCI or CUI during performance of the contract; and

(ii) Any changes in the CMMC UIDs generated in SPRS throughout the life of the contract, task order, or delivery order, if applicable;

(2) Enter into SPRS the results of a current self-assessment for each CMMC UID, not covered by a C3PAO assessment or DIBCAC assessment, applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract; and

(3) Complete in SPRS on an annual basis and maintain as current an affirmation of continuous compliance by the affirming official (see 32 CFR 170.4) for each self-assessment, C3PAO assessment, or DIBCAC assessment required under the contract in SPRS.

(f) *Subcontracts*. The Contractor shall-

(1) Insert the substance of this clause, including this paragraph (f) and excluding paragraph (e)(1), in subcontracts and other contractual instruments, including those for the acquisition of commercial products or commercial services, excluding commercially available off-the-shelf items, if the subcontract or other contractual instrument will contain a requirement to process, store, or transmit FCI or CUI; and

(2) Prior to awarding a subcontract or other contractual instrument, ensure that the subcontractor has a current CMMC certificate or current CMMC status at the CMMC level that is appropriate for the information that is being flowed down to the subcontractor based on the requirements at 32 CFR 170.23.

(End of clause)

Section 00 73 00 - Supplementary Conditions

CPARS

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 the 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

INSTRUCTIONS TO OFFERORS

NOTICE REGARDING BID BONDS, PEFORMANCE BONDS, AND PAYMENT BONDS

The Standard Forms (SF24, SF25, and SF25A) for these bonds have been revised and can be found using the search at https://www.gsa.gov/reference/forms#. 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 non-compliant.

ELECTRONIC PROPOSAL SUBMISSION

ELECTRONIC PROPOSALS

(a) Definition. Electronic proposal, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via electronic commerce (see FAR Subpart 4.5

-- Electronic Commerce in Contracting).

(b) Offerors may submit electronic proposals as responses to this solicitation. Electronic proposals are subject to the same rules as paper proposals.

(c) The format for electronic proposals in this solicitation is: PDF documents sent via email, ONLY to the Contract Specialist and Contracting Officer, as listed below:

Contract Specialist: Ms. Denisse Soto - Email Address: Denisse.M.Soto@usace.army.mil

Contracting Officer: Mr. Nicholas Emanuel - Email Address: Nicholas.P.Emanuel@usace.army.mil

(d) If any portion of an electronic proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document --

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the electronic proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

ELECTRONIC PROPOSAL SUBMISSION

Submit proposals no later than 2:00PM EST on 27 July 2026 via e-mail to:

Denisse.M.Soto@usace.army.mil

Nicholas.P.Emanuel@usace.army.mil

File size is limited to 25MB per email. The government will not be responsible for submissions delivered 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 proposals to be received in accordance with the instructions provided.

OFFEROR INQUIRIES

INQUIRIES

Submission of inquiries will open on 26 June 2026. Please submit technical inquiries and questions relating to this solicitation via email to (Nicholas.P.Emanuel@usace.army.mil) and (Denisse.M.Soto@usace.army.mil). Submission of inquires will close 15 July 2026 at 11:59 AM

EST. The Government reserves the right to decline addressing questions received after this date. If an Offeror believes that the requirement in this solicitation contains an error, omission, or are otherwise unsound; immediately notify the Contract Specialist in writing with supporting rationale. The Government reserves the right to award this contract based on the initial offer, as received, without discussions. A prospective vendor who submits a comment or question will receive an acknowledgement via e-mail, followed by an answer after it has been processed by our technical team. All timely questions and approved answers will be made available through an amendment which will be posted on sam.gov as soon as the comment/question entering period is over and answers are all finalized.

*** END OF NARRATIVE ***

Overall Contract Inspection/Acceptance Locations

Overall Contract Delivery Period

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.247-34	F.o.b. Destination.	1991-01		

Section 01 00 00 - General Requirements

Requirements

This project will consist of constructing Design, fabrication, and installation of a new video display upgrade for the Armed Forces Recruiting Station. The project will include the installation of 4 new state-of-the-art digital rooftop video display panels, weighing approximately 28,000 lbs., and must be executed with minimal disruption to the surrounding high volume of pedestrians and local businesses.

*** END OF NARRATIVE ***

Requirements

This project will consist of constructing Design, fabrication, and installation of a new video display upgrade for the Armed Forces Recruiting Station. The project will include the installation of 4 new state-of-the-art digital rooftop video display panels, weighing approximately 28,000 lbs., and must be executed with minimal disruption to the surrounding high volume of pedestrians and local businesses.

Subject: Initial Wage Rate for Times Square Recruiting Station Video Display Upgrade Project

** Please provide solicitation number once assigned.

1. Forwarded herewith is the subject General Wage Decision (s), Affirmative Action goals pursuant to Executive Order 11246, for the subject project.

Affirmative Action GOALS:

The following goal ranges are applicable to the indicated trades in the counties of Bronx, Kings, New York, Queens, and Richmond.
Electricians _____ 9.0 to 10.2
Carpenters 2 7 .6 to 32.0
Steam fitters 12.2 to 13.5
Metal lathers 24.6 to 2 5.6
Painters 28.6 to 26.0
Operating Engineers 2 5.6 to 26.0
Plumbers 12.0 to 14.5
Iron workers (struct) 25.9 to 32.0
Elevator constructors 5. 5 to 6. 5
Bricklayers 13 .4 to 15. 5
Asbestos workers 22.8 to 28.0
Roofers 6. 3 to 7. 5
Iron workers (ornamental) 22.4 to 23.0
Cement masons 23.0 to 2 7 .0
Glaziers 16.0 to 20.0
Plasterers 15.8 to 18.0
Teamsters 22.0 to 22.5
Boilermakers 13.0 to 15.5
All others 16.4 to 1 7. 5

For Women: 6.9%

"General Decision Number: NY20260001 05/18/2026

State: New York JN 6/4/2026

Construction Types: Heavy

Counties: New York Counties of
Albany, Allegany, Bronx, Broome,
Cattaraugus, Cayuga, Chautauqua,
Chemung, Chenango, Clinton, Columbia,
Cortland, Delaware, Dutchess, Erie,
Essex, Franklin, Fulton, Genesee,
Greene, Hamilton, Herkimer, Jefferson,
Kings, Lewis, Livingston, Madison,
Monroe, Montgomery, Nassau, New York,
Niagara, Oneida, Onondaga, Ontario,
Orange, Orleans, Oswego, Otsego, Putnam,
Queens, Rensselaer, Richmond, Rockland,
Saratoga, Schenectady, Schoharie,
Schuyler, Seneca, St Lawrence, Steuben,
Suffolk, Sullivan, Tioga, Tompkins,
Ulster, Warren, Washington, Wayne,
Westchester, Wyoming and Yates

All dredging, except self propelled hopper dredging, on the Atlantic Coast and tributary waters emptying into the Atlantic Ocean

Modification Number	Publication Date
1	01/30/2026
2	05/18/2026

ENGI0025-001 10/01/2025

	Rates	Fringes
DREDGING: CLASS D: OILER, DECKHAND, SHOREMAN, RODMAN, SCOWMAN, COOK, MESSMAN, PORTER/JANITOR. INCENTIVE PAY: (ADD TO HOURLY RATE) OPERATOR (NCCCO LICENSE/CERTIFICATION) $1.80 LICENSED TUG OPERATOR OVER 1000 HP (ASSIGNED AS MASTER) (USCG LICENSED MASTER OF TOWING VESSELS (MOTV) $1.80; LICENSED BOAT OPERATOR (ASSIGNED AS LEAD BOAT CAPTAIN) USCG LICENSED BOAT OPERATOR $1.30; ENGINEER (QMED AND TANKERMAN ENDORSEMENT OR LICENSED ENGINEER (USCG) $1.80 OILER (QMED AND		

TANKERMAN ENDORSEMENT (USCG) $1.80; ALL
CLASSIFICATIONS (TANKERMAN ENDORSEMENT ONLY) USCG
$1.55; DECKHAND OR MATE (AB WITH LIFEBOATMAN
ENDORSEMENT (USCG) $1.80; ALL CLASSIFICATIONS
(LIFEBOATMAN ENDORSEMENT ONLY (USCG) $1.55; WELDER
(ABS CERTIFICATION) $1.55 FOOTNOTES APPLICABLE
TO ABOVE CRAFTS: A. PAID HOLIDAYS: NEW YEAR'S
DAY, MARTIN LUTHER KING, JR.'S BIRTHDAY, MEMORIAL
DAY, GOOD FRIDAY, INDEPENDENCE DAY, LABOR DAY,
VETERANS' DAY, THANKSGIVING DAY AND CHRISTMAS DAY
B. VACATION: EIGHT PERCENT (8%) OF THE STRAIGHT
TIME RATE, MULTIPLIED BY THE TOTAL HOURS WORKED.....$ 30.86 14.15
DREDGING: CLASS C2: BOAT OPERATOR. INCENTIVE
PAY: (ADD TO HOURLY RATE) OPERATOR (NCCCO
LICENSE/CERTIFICATION) $1.80 LICENSED TUG OPERATOR
OVER 1000 HP (ASSIGNED AS MASTER) (USCG LICENSED
MASTER OF TOWING VESSELS (MOTV) $1.80; LICENSED
BOAT OPERATOR (ASSIGNED AS LEAD BOAT CAPTAIN) USCG
LICENSED BOAT OPERATOR $1.30; ENGINEER (QMED AND
TANKERMAN ENDORSEMENT OR LICENSED ENGINEER (USCG)
$1.80 OILER (QMED AND TANKERMAN ENDORSEMENT (USCG)
$1.80; ALL CLASSIFICATIONS (TANKERMAN ENDORSEMENT
ONLY) USCG $1.55; DECKHAND OR MATE (AB WITH
LIFEBOATMAN ENDORSEMENT (USCG) $1.80; ALL
CLASSIFICATIONS (LIFEBOATMAN ENDORSEMENT ONLY
(USCG) $1.55; WELDER (ABS CERTIFICATION) $1.55
FOOTNOTES APPLICABLE TO ABOVE CRAFTS: A. PAID
HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING,
JR.'S BIRTHDAY, MEMORIAL DAY, GOOD FRIDAY,
INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY,
THANKSGIVING DAY AND CHRISTMAS DAY B. VACATION:
EIGHT PERCENT (8%) OF THE STRAIGHT TIME RATE,
MULTIPLIED BY THE TOTAL HOURS WORKED.....$ 37.15 14.57
DREDGING: CLASS C1: MATE, DRAG BARGE OPERATOR,
ASSISTANT FILL PLACER, WELDER, STEWARD.
INCENTIVE PAY: (ADD TO HOURLY RATE) OPERATOR
(NCCCO LICENSE/CERTIFICATION) $1.80 LICENSED TUG
OPERATOR OVER 1000 HP (ASSIGNED AS MASTER) (USCG
LICENSED MASTER OF TOWING VESSELS (MOTV) $1.80;
LICENSED BOAT OPERATOR (ASSIGNED AS LEAD BOAT
CAPTAIN) USCG LICENSED BOAT OPERATOR $1.30;
ENGINEER (QMED AND TANKERMAN ENDORSEMENT OR
LICENSED ENGINEER (USCG) $1.80 OILER (QMED AND

TANKERMAN ENDORSEMENT (USCG) $1.80; ALL
CLASSIFICATIONS (TANKERMAN ENDORSEMENT ONLY) USCG
$1.55; DECKHAND OR MATE (AB WITH LIFEBOATMAN
ENDORSEMENT (USCG) $1.80; ALL CLASSIFICATIONS
(LIFEBOATMAN ENDORSEMENT ONLY (USCG) $1.55; WELDER
(ABS CERTIFICATION) $1.55 FOOTNOTES APPLICABLE
TO ABOVE CRAFTS: A. PAID HOLIDAYS: NEW YEAR'S
DAY, MARTIN LUTHER KING, JR.'S BIRTHDAY, MEMORIAL
DAY, GOOD FRIDAY, INDEPENDENCE DAY, LABOR DAY,
VETERANS' DAY, THANKSGIVING DAY AND CHRISTMAS DAY
B. VACATION: EIGHT PERCENT (8%) OF THE STRAIGHT
TIME RATE, MULTIPLIED BY THE TOTAL HOURS WORKED.....$ 38.38 14.66
DREDGING: CLASS B2: CERTIFIED WELDER. INCENTIVE
PAY: (ADD TO HOURLY RATE) OPERATOR (NCCCO
LICENSE/CERTIFICATION) $1.80 LICENSED TUG OPERATOR
OVER 1000 HP (ASSIGNED AS MASTER) (USCG LICENSED
MASTER OF TOWING VESSELS (MOTV) $1.80; LICENSED
BOAT OPERATOR (ASSIGNED AS LEAD BOAT CAPTAIN) USCG
LICENSED BOAT OPERATOR $1.30; ENGINEER (QMED AND
TANKERMAN ENDORSEMENT OR LICENSED ENGINEER (USCG)
$1.80 OILER (QMED AND TANKERMAN ENDORSEMENT (USCG)
$1.80; ALL CLASSIFICATIONS (TANKERMAN ENDORSEMENT
ONLY) USCG $1.55; DECKHAND OR MATE (AB WITH
LIFEBOATMAN ENDORSEMENT (USCG) $1.80; ALL
CLASSIFICATIONS (LIFEBOATMAN ENDORSEMENT ONLY
(USCG) $1.55; WELDER (ABS CERTIFICATION) $1.55
FOOTNOTES APPLICABLE TO ABOVE CRAFTS: A. PAID
HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING,
JR.'S BIRTHDAY, MEMORIAL DAY, GOOD FRIDAY,
INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY,
THANKSGIVING DAY AND CHRISTMAS DAY B. VACATION:
EIGHT PERCENT (8%) OF THE STRAIGHT TIME RATE,
MULTIPLIED BY THE TOTAL HOURS WORKED.....$ 39.46 14.73
DREDGING: CLASS B1: DERRICK OPERATOR (180 SWING),
SPIDER/SPILL BARGE OPERATOR, ENGINEER, ELECTRICIAN,
CHIEF WELDER, CHIEF MATE, FILL PLACER, OPERATOR II,
MAINTENANCE ENGINEER, LICENSED BOAT OPERATOR,
LICENSED CREW BOAT OPERATOR. INCENTIVE PAY: (ADD
TO HOURLY RATE) OPERATOR (NCCCO
LICENSE/CERTIFICATION) $1.80 LICENSED TUG OPERATOR
OVER 1000 HP (ASSIGNED AS MASTER) (USCG LICENSED
MASTER OF TOWING VESSELS (MOTV) $1.80; LICENSED
BOAT OPERATOR (ASSIGNED AS LEAD BOAT CAPTAIN) USCG

LICENSED BOAT OPERATOR $1.30; ENGINEER (QMED AND
TANKERMAN ENDORSEMENT OR LICENSED ENGINEER (USCG)
$1.80 OILER (QMED AND TANKERMAN ENDORSEMENT (USCG)
$1.80; ALL CLASSIFICATIONS (TANKERMAN ENDORSEMENT
ONLY) USCG $1.55; DECKHAND OR MATE (AB WITH
LIFEBOATMAN ENDORSEMENT (USCG) $1.80; ALL
CLASSIFICATIONS (LIFEBOATMAN ENDORSEMENT ONLY
(USCG) $1.55; WELDER (ABS CERTIFICATION) $1.55
FOOTNOTES APPLICABLE TO ABOVE CRAFTS: A. PAID
HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING,
JR.'S BIRTHDAY, MEMORIAL DAY, GOOD FRIDAY,
INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY,
THANKSGIVING DAY AND CHRISTMAS DAY B. VACATION:
EIGHT PERCENT (8%) OF THE STRAIGHT TIME RATE,
MULTIPLIED BY THE TOTAL HOURS WORKED.....$ 41.93 14.90
DREDGING: CLASS A2: CRANE OPERATOR (360 SWING)
INCENTIVE PAY: (ADD TO HOURLY RATE) OPERATOR
(NCCCO LICENSE/CERTIFICATION) $1.80 LICENSED TUG
OPERATOR OVER 1000 HP (ASSIGNED AS MASTER) (USCG
LICENSED MASTER OF TOWING VESSELS (MOTV) $1.80;
LICENSED BOAT OPERATOR (ASSIGNED AS LEAD BOAT
CAPTAIN) USCG LICENSED BOAT OPERATOR $1.30;
ENGINEER (QMED AND TANKERMAN ENDORSEMENT OR
LICENSED ENGINEER (USCG) $1.80 OILER (QMED AND
TANKERMAN ENDORSEMENT (USCG) $1.80; ALL
CLASSIFICATIONS (TANKERMAN ENDORSEMENT ONLY) USCG
$1.55; DECKHAND OR MATE (AB WITH LIFEBOATMAN
ENDORSEMENT (USCG) $1.80; ALL CLASSIFICATIONS
(LIFEBOATMAN ENDORSEMENT ONLY (USCG) $1.55; WELDER
(ABS CERTIFICATION) $1.55 FOOTNOTES APPLICABLE
TO ABOVE CRAFTS: A. PAID HOLIDAYS: NEW YEAR'S
DAY, MARTIN LUTHER KING, JR.'S BIRTHDAY, MEMORIAL
DAY, GOOD FRIDAY, INDEPENDENCE DAY, LABOR DAY,
VETERANS' DAY, THANKSGIVING DAY AND CHRISTMAS DAY
B. VACATION: EIGHT PERCENT (8%) OF THE STRAIGHT
TIME RATE, MULTIPLIED BY THE TOTAL HOURS WORKED.....$ 43.20 14.99
DREDGING: CLASS A1: DECK CAPTAIN; MECHANICAL
DREDGE OPERATOR, LEVERMAN, LICENSED TUG OPERATOR
OVER 1000 HP. INCENTIVE PAY: (ADD TO HOURLY
RATE) OPERATOR (NCCCO LICENSE/CERTIFICATION) $1.80
LICENSED TUG OPERATOR OVER 1000 HP (ASSIGNED AS
MASTER) (USCG LICENSED MASTER OF TOWING VESSELS
(MOTV) $1.80; LICENSED BOAT OPERATOR (ASSIGNED AS

LEAD BOAT CAPTAIN) USCG LICENSED BOAT OPERATOR
$1.30; ENGINEER (QMED AND TANKERMAN ENDORSEMENT OR
LICENSED ENGINEER (USCG) $1.80 OILER (QMED AND
TANKERMAN ENDORSEMENT (USCG) $1.80; ALL
CLASSIFICATIONS (TANKERMAN ENDORSEMENT ONLY) USCG
$1.55; DECKHAND OR MATE (AB WITH LIFEBOATMAN
ENDORSEMENT (USCG) $1.80; ALL CLASSIFICATIONS
(LIFEBOATMAN ENDORSEMENT ONLY (USCG) $1.55; WELDER
(ABS CERTIFICATION) $1.55 FOOTNOTES APPLICABLE
TO ABOVE CRAFTS: A. PAID HOLIDAYS: NEW YEAR'S
DAY, MARTIN LUTHER KING, JR.'S BIRTHDAY, MEMORIAL
DAY, GOOD FRIDAY, INDEPENDENCE DAY, LABOR DAY,
VETERANS' DAY, THANKSGIVING DAY AND CHRISTMAS DAY
B. VACATION: EIGHT PERCENT (8%) OF THE STRAIGHT
TIME RATE, MULTIPLIED BY THE TOTAL HOURS WORKED.....$ 48.48 15.34

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

Note: Executive Order 13658 generally applies to contracts subject
to the Davis-Bacon Act that were awarded on or between January 1,
2015 and January 29, 2022, and that have not been renewed or
extended on or after January 30, 2022. Executive Order 13658 does

not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 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) (iii)).

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ⍰SU⍰, ⍰UAVG⍰, ⍰SA⍰, or ⍰SC⍰ denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the

classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ⍰SU⍰ identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

⍰SU⍰ wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ⍰SA⍰ identifier indicates that the classifications and

prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage

and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION

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