SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	W912DS26RA028	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	25 JUN 2026	1 OF 117

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
		W912DS-26-S-0018

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
BRIAN WINTERS, EMAIL: BRIAN.H.WINTERS@USACE.ARMY.MIL TELEPHONE: 917-790-8083

8. ADDRESS OFFER TO

W2SD ENDIST NEW YORK
KO CONTRACTING DIVISION, 26 FEDERAL PLAZA ROOM 16 300
NEW YORK, NY 10278-0004
UNITED STATES

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)*
	BRIAN WINTERS	917-790-8083

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: ERCIP WELLFIELD EXPANSION AT FORT DRUM
PROJECT LOCATION: FORT DRUM, NEW YORK

PROJECT TITLE: ERCIP WELLFIELD EXPANSION AT FORT DRUM
PROJECT LOCATION: FORT DRUM, NY

1. THIS IS A FULL AND OPEN COMPETITION WITH HUBZONE PRICE EVALUATION PREFERENCE.
2. NAICS CODE: 237990, SIZE STANDARD: $45,000,000.
3. PROJECT MAGNITUDE RANGE: $10,000,000-$25,000,000.
4. DESIGN/BUILD SELECTION (BEST VALUE TRADEOFF).
5. SUBMIT PROPOSALS NO LATER THAN 5:00PM EST ON 24 JULY 2026 VIA E-MAIL TO BRIAN.H.WINTERS@USACE.ARMY.MIL AND NICHOLAS.P.EMANUEL@USACE.ARMY.MIL. FILE SIZE IS LIMITED TO 25MB PER EMAIL. THE GOVERNMENT WILL NOT ACCEPT LINKS.
6. POC: BRIAN WINTERS, CONTRACT SPECIALIST. EMAIL: BRIAN.H.WINTERS@USACE.ARMY.MIL.

11. The contractor shall begin performance within 5 calendar days and complete it within 910 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 1 copies to perform the work required are due at the place specified in Item 8 by 05:00 PM *(hour)* local time 24 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: ERCIP Wellfield Expansion at Fort Drum

PROJECT TITLE: ERCIP WELLFIELD EXPANSION AT FORT DRUM PROJECT LOCATION: FORT DRUM, NY 1. THIS IS A FULL AND OPEN COMPETITION WITH HUBZONE PRICE EVALUATION PREFERENCE. 2. NAICS CODE: 237990, SIZE STANDARD: $45,000,000. 3. PROJECT MAGNITUDE RANGE: $10,000,000-$25,000,000. 4. DESIGN/BUILD SELECTION (BEST VALUE TRADEOFF). 5. SUBMIT PROPOSALS NO LATER THAN 5:00PM EST ON 24 July 2026 VIA E-MAIL TO BRIAN.H.WINTERS@USACE.ARMY.MIL AND NICHOLAS.P. EMANUEL@USACE.ARMY.MIL. FILE SIZE IS LIMITED TO 25MB PER EMAIL. The GOVERNMENT WILL NOT ACCEPT LINKS. 6. POC: BRIAN WINTERS, CONTRACT SPECIALIST. EMAIL: BRIAN.H.WINTERS@USACE.ARMY.MIL.

Product Service Code : Y1NZ

Section 00 01 10 - Table of Contents

OFFEROR INQUIRIES

Bidder Inquiries. Submission of inquiries will open on the first day of the solicitation being posted. Any questions relating to this solicitation shall be submitted via email to the Contract Specialist - Brian Winters at brian.h.winters@usace.army.mil and Contracting Officer - Nick Emanuel at nicholas.p.emanuel@usace.army.mil. These are the only individuals to whom questions should be addressed. The cutoff date for inquiries to be considered for response is at 11:59AM EST 9 July 2026. No other means of communication (fax, telephone, etc.) will be accepted. The Government reserves the right to decline addressing questions received after that 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. Oral exchanges with the Government prior to award of the contract will not be binding. The Government reserves the right to award this contract based on the initial bid/proposal, as received, without discussions. Any information concerning this solicitation will be furnished as an amendment to the solicitation if the information is necessary to the submittal of offers, which will be posted to the SAM.gov website.

Price Schedule

FY 22 ERCIP Well Field Expansion Project

Fort Drum, NY

ITEM NO	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Design of ERCIP Well Field Expansion Project Pricing Arrangement: Firm Fixed Price All costs associated with the design of ERCIP Wellfield Expansion, Fort Drum, as described in the Design Build Request for Proposal (DB RFP) package, inclusive of all base items.	1	Job		

	FOB: Destination				
0002	Construction of ERCIP Well Field Expansion Project Pricing Arrangement: Firm Fixed Price All costs (includes all plant, labor, and material) associated with the construction of ERCIP Well Field Expansion Project as described in the Design Build Request for Proposal (DB RFP) package. FOB: Destination	1	Job		
0003	Construction of ERCIP Well Field Expansion Project Pricing Arrangement: Firm Fixed Price All costs for preparation of the Final Record Drawing and Operation & Maintenance Manual Submission.	1	Job		$100,000.00 USD

* Narrative for CLIN 0003. CLIN 0003 is pre-priced and cannot be adjusted or changed.

*** END OF NARRATIVE ***

Section 00 01 15 - List of Drawing Sheets

Attachments to solicitation W912DS26RA028

*** END OF NARRATIVE ***

Identifier	Document Name	Document Description	Reference Identifier	Date	Line Item	Page Numbers	Document Type	Provided Under Separate Cover
0001	ATTACHMENT 1 - PROPO SAL DATA S HEET	Proposal Data Sheet		17 Jun 2026			Attachment	No
0002	ATTACHMENT 2 – PAST PERFORMANC E QUESTION NAIRE (PPQ)	PAST PERFORM ANCE QUESTIO NNAIRE (PPQ)		17 Jun 2026			Attachment	No
0003	ATTACHMENT 3 - SPECI ALIZED EXP ERIENCE	SPECIALIZED EXPERIENCE		17 Jun 2026			Attachment	No
0004	ATTACHMENT 4 - SMALL BUSINESS PARTICIAPT ION PLAN	SMALL BUSINESS PAR TICIAPTION PLAN		17 Jun 2026			Attachment	No
0005	ATTACHMENT 5 - SAMPL E FIRM, UN EQUIVOCAL, LETTER OF COMMITMEN T BETWEEN PRIME CONT RACTOR AND SUB	SAMPLE FIRM, UNEQUIVOCAL, LETTER OF COMMITMENT BETWEEN PRIME CONTRACTOR AND SUBCONT RACTOR		17 Jun 2026			Attachment	No
0006	Ft. Drum W ells Field Final D-B RFP	Specification		11 Jun 2026			Attachment	No
0007	Ft. Drum W ells	Drawings		11			Attachment	No

	Field Final D-B RFP - App endix A			Jun 2026				
0008	Ft. Drum W ells Field Final D-B RFP - App endix B	Specification		11 Jun 2026			Attachment	No
0009	Ft. Drum W ells Field Final D-B RFP - App endix C - Volume 1	Specification		12 Jun 2026			Attachment	No
0010	Ft. Drum W ells Field Final D-B RFP - App endix C - Volume 2	Specification		22 Jun 2026			Attachment	No
0011	Ft. Drum W ells Field Final D-B RFP - App endix C - Volume 3	Specification		22 Jun 2026			Attachment	No
0012	Ft. Drum W ells Field Final D-B RFP - App endix D	Drawings		11 Jun 2026			Attachment	No
0013	Well Field Bidder Wa lkthrough Packet Ins tructions	Site Visit		18 Jun 2026			Attachment	No
0014	JA 26-008 - Ft Drum Wellfield - Trane Sup ervisory C ontrol and Data Acqu isition1 M ay 2026_Re dacted	JA 26-008 - Ft Drum Wellfield - Trane Supervisory Control and Data Acquisition		22 Jun 2026			Attachment	No
0015	JA 26-009 - Ft Drum Wellfield - Data Swi	JA 26-009 - Ft Drum Wellfield - Data Switches		22 Jun 2026			Attachment	No

	tches- 27 May 2026 _ Redacted							

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

Additional Information/Notes

Section 00 20 00 - Instructions for Procurements

Totals

Total Base Bid (CLIN Items No. 0001 through 0003) **NET AMT:**

_____

NOTES TO OFFERORS

1. Total Offer shall include all costs associated with each item number including all bonding, overhead, and profit.
2. Bidders are required to bid on all the Base Bid Items, or their offers may be rejected.
3. Bidders are reminded that they must bid on the issued Request for Proposal as amended. Any deviations, conditions or attachments made by the offeror himself, thereto, may render the offer non-compliant and be cause for its rejection.
4. made by the bidder himself, thereto, may render the bid non-responsive and be cause for its rejection.
5. Contract Duration (period of performance) is **910** Calendar Days from receipt of Notice to Proceed.
6. Offer Acceptance Period: Offers are to be valid for **120** days after the date offers are due.

*** END OF NARRATIVE ***

Section 00 21 00 - Instructions

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 that supports the completion, distribution, and retrieval of all contract performance evaluations. Contractor Representatives are responsible for reviewing and commenting on evaluations submitted on the Contractor Performance Assessment Reporting System (CPARS) website at https://www.cpars.gov/

BONDS

The Standard Forms (SF24, SF25, and SF25A) for these bonds have been revised as of October 2023. When including your bid/offer, contractors/sureties shall use the revised versions. No other version will be valid and thus may render your bid/offer nonresponsive.

ATOPSEC

AT Level I training. This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area. Antiterrorism Level I: All contractor employees, to include subcontractor employees, requiring access to Army installations, facilities and controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer, if a COR is not assigned, within 30 calendar days after completion of training by all employees and subcontractor personnel. AT Level I awareness training is available at the following website: https://jkodirect.jten.mil

2. **Access and general protection/security policy and procedures**. This standard language is for contractor employees with an area of performance within Army controlled installation, facility, or area.

2.1 Installation Access and Identification of Contractor's Employees: Entry to the installation requires the following: current vehicle registration, proof of insurance, valid driver's license for the vehicle driver, and picture identification for other personnel. Contractors/Subcontractors and their employees requiring access to the installation will be required to comply with the installation access control policy/procedures. The Government will not be responsible for damages due to delay/stoppages caused by failure to comply. Contractors shall be restricted to physically sign in at the Visitor Control Center (VCC), located just prior to the Paul Cerjan Gate, for entry unless they have a DoD issued ID card, a local temporary pass, or a local access badge (LAB). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause

of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

2.2 The Contractor shall provide a list of names and dates of birth of all employees that will be working on this contract to include subcontractors. CORs/Contract Technical Representatives are required to complete an IMDR-ES Form 2 (Application for Sponsorship) for all individuals needing access under the contract and submit to usarmy.drum.imcom.mbx.des-acp@army.mil at least 7 days prior to access being needed.

2.3 Each employee who requires access to Fort Drum to perform work under any contract, at any tier, must obtain a DoD identification credential, temporary pass, or a LAB to obtain access to Fort Drum.

2.4 The contractor shall provide information as required by the Fort Drum Chief, Physical Security to enable the government to conduct a criminal history background check (CHBC) on contractor employees who are to have access to Fort Drum. If the CHBC is not adverse, a 30 day temporary access pass will be prepared by the Fort Drum Physical Security Division while the contractor's employee makes an appointment for a Local Access Badge (LAB) to be created if access is needed longer than 30 days. A LAB will be issued for a period of no longer than 365 days at a time. If the CHBC is adverse, the employee will be denied access. If access is denied for any reason, the contractor's employee may request a waiver from the installation utilizing the Access Waiver Denial Program. If a contractor's employee is denied access for any reason the employee will not be allowed access until a waiver is requested and approved. There is an appeals process through the Directorate of Emergency Services. Final determination to allow entry and the issuance of a DoD credentials rest with the Garrison Commander or his designee, the Director, Emergency Services.

2.5 If an employee no longer needs the DoD identification credential for any reason (e.g. quits his /her job or no longer performs under the contract), the contractor is required to collect the DoD identification credential from the employee and surrender it to the Fort Drum Physical Security Division within four (4) calendar days of such change. If the DoD identification credential cannot be returned within the required time frame for any reason, the contractor shall immediately notify the Physical Security Division verbally, followed up in writing the next work day. Email notification is authorized. An employee's inability to obtain entrance to a Government installation because he /she does not have the required identification badge or visitor's pass shall not excuse timely performance of the requirements of this contract. DoD identification credentials are currently issued at the VCC, Bldg 11008, located just outside the Paul Cerjan Gate. The Government may change the location at which DoD identification credential are issued or returned, with or without advance notice to the contractor. Any such changes shall not be a basis for adjusting the contract price under any clause of this contract.

2.6 DoD identification credential will not be reproduced or copied by the contractor, its subcontractors, or their employees. If an employee's DoD identification credential is lost, stolen, or reproduced, the contractor shall verbally report the loss, theft, or reproduction to the Fort Drum Physical Security Division on the day such loss, theft, or reproduction is discovered, followed by a

written report of the circumstances to the Fort Drum Physical Security Division within two (2) calendar days.

2.7 Each contractor employee shall possess/wear the DoD identification credential while performing work under the contract. The DoD identification credential shall be worn on the upper front of the outer garment unless precluded by OSHA regulation(s). The DoD identification credential will not be used for access to any Government installation except for performance of work under the contract for which is was issued. The contractor, shall upon expiration or termination of the contract, collect all DoD identification credentials and turn them into the COR.

2a. Personnel using Government Computers to access networks or other Government systems will process necessary documents through the COR to obtain a Common Access Card (CAC). Before CAC issuance, the contract employee requires, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher investigation in accordance with Army Directive 2014-05. The contractor employee will be issued a CAC only if duties involve one of the following:(1) Both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) Remote access, via logon, to a DoD network using DoDapproved remote access procedures; or (3) Physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. At the discretion of the sponsoring activity, an initial CAC may be issued based on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personnel Management. Continued employment in any position requiring use of Government networks or systems may be contingent upon receiving a favorable background check. Within ten days of termination of employment, or at the end of this contract (whichever comes first), all identification cards shall be returned to the Contracting Officer. In the event an identification card is lost, the Contractor shall immediately notify the Contracting Officer's Representative.

2b. **For contractors that do not require CAC, but require access to a DoD facility or installation**. Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05 /AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

3. AT Awareness Training for Contractor Personnel Traveling Overseas. This standard language required US based contractor employees and associated subcontractor employees to make available and to receive government provided area of responsibility (AOR) specific AT awareness training as directed by AR525-13. Specific AOR training content is directed by the combatant commander with the unit ATO being the local point of contact.

4. iWATCH Training. This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area. The contractor and all associated sub-contractors shall brief all employees on the local iWATCH program (training standards provided by the COR). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the

COR. This training shall be completed within 30 calendar days of contract award and within 05 calendar days of new employees commencing performance with the results reported to the COR NLT 30 calendar days after contract award.

5. Army Training Certification Tracking System (ATCTS) registration for contractor employees who require access to government information systems. All contractor employees with access to a government information systems must be registered in the ATCTS (Army Training Certification Tracking System) atcommencement of services, and must successfully complete the DOD Information Assurance Awareness prior to access to the IS and then annually thereafter.

6. For contracts that require a formal OPSEC program. The contractor shall develop an OPSEC Standing Operating Procedure (SOP)/Plan within 90 calendar days of contract award, to be reviewed and approved by the responsible Government OPSEC officer. This plan will include a process to identify criticalinformation, where it is located, who is responsible for it, how to protect it and why it needs to be protected. The contractor shall implement OPSEC measures as ordered by the commander. In addition, the contractor shall have an identified certified Level II OPSEC coordinator per AR 530-1.

7. For contracts that require OPSEC Training. All contractor employees, to include subcontractor's employees, requiring access to Army installation, facilities, controlled, access areas, and/or installation computers shall complete OPSEC Level I training within 30 days after contract start date or effective date of incorporation of this requirement into the contract. The Contractor shall provide a certificate of completion for each affected contractor employee and subcontractor employee to the COR, or to the Contracting Officer if a COR is not assigned, with 15 calendar days after completion of training by all employees and subcontractor personnel. OPSEC Level 1 training is available for DOD Civilians/Contractors at https://securityawareness.usalearning.gov/opsec/index.htm.

8.For information assurance (IA)/information technology (IT) training. All contractor employees and associated sub-contractor employees accessing government information systems must meet all General User (IT-III) requirements IAW AR 25-2 (Information Assurance), which includes appropriate Background Investigation, DoD IA Training requirements, and signing an Acceptable Use Policy (AUP), before issuance of network access, and annually thereafter.

9.For information assurance (IA)/information technology (IT) certification. Per DoD 8570.01 M, DFARS 252.239.7001 and AR 252, the contractor employees supporting IA/IT functions shall be appropriately certified upon contract award. The baseline certification as stipulated in DoD 8570.01Mmust be completed upon contract award.

10. For contractors authorized to accompany the force. DFARS Clause 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States. The clause shall be used in solicitations and contracts that authorize contractor personnel to accompany US Armed Forces deployed outside the US in contingency operations; humanitarian or peacekeeping operations; or other military operations or exercises, when designated by the

combatant commander. The clause discusses the following AT/OPSEC related topics: required compliance with laws and regulations, pre-deployment requirements, required training (per combatant command guidance), and personnel data required.

11.For Contract Requiring Performance or Delivery in a Foreign Country, DFARS Clause 252.2257043, Antiterrorism/Force Protection for Defense Contractors Outside the US. The clause shall be used in solicitations and contracts that require performance or delivery in a foreign country. This clause applies to both contingencies and non contingency support. The key AT requirement is for nonlocal national contractor personnel to comply with theater clearance requirements and allows the combatant commander to exercise oversight to ensure the contractor's compliance with combatant commander and subordinate taskforce commander policies and directives.

12.For contracts that require handling or access to classified information. Contractor shall comply with FAR 52.2042, Security Requirements. This clause involves access to information classified "Confidential," "Secret," or "Top Secret" and requires contractors to comply with-- (1) The Security Agreement (DD Form441), including the National Industrial Security Program Operating Manual (DoD 5220.22M); (2) any revisions to DOD 5220.22M, notice of which has been furnished to the contractor.

13. Threat Awareness Reporting Program (TARP). All contractor employees, to include subcontractor employees, requiring access to Army installations, facilities and controlled access areas shall complete TARP awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. The contractor shall submit certificates of completion or memorandum for record documenting training completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer, if a COR is not assigned, within 30 calendar days after completion of training by all employees and subcontractor personnel. TARP training is available on AKO (ALMS), at the Multipurpose Auditorium (MPA) Garrison quarterly mandatory training, or by contacting the G2X at 315-772- 5693 or via email usarmy.drum.imcom-atlantic.mbx.spy@mail.mil.

14. For contracts that require delivery of food and water. This standard language is for contractor employees with an area of performance delivering food and water within an Army controlled installation, facility or area. The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent tampering with and / or adulteration or contamination of the supplies, and if applicable, equipped to maintain a prescribed temperature. All delivery vehicles will also be subject to inspection at all times and all places by the Contracting Officers Representative, Post Veterinarian, and / or Law enforcement Officials. When the sanitary conditions of the delivery conveyance have led, or may lead to product contamination, adulteration, constitute a health hazard, the delivery conveyance is not equipped to maintain prescribed temperatures or the transport results in product "unfit for intended purpose", supplies tendered for acceptance may be rejected without further inspection. As the holder of a contact with the Department of Defense, it is incumbent upon the awardee to insure that all products and/or packaging have not been tampered or contaminated. Delivery conveyances will be locked or sealed at all times, except when actively loading or unloading. Unsecured vehicles will not be left unattended. All incoming truck drivers will provide adequate identification upon request. In the

event of an identified threat to an installation, or a heightened force protection/Homeland Security threat Level, the contractor may be required to adjust delivery routes to minimize vulnerability risks and enable direct delivery to DOD facilities.

15. For contracts that require a data protection plan.

16. Site Visit. A Bidder Walkthrough will be held Thursday, 2 July at 0800. Please refer to attachment named "Well Field Bidder Walkthrough Packet" for instructions and application to attend.

*** END OF NARRATIVE ***

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		
52.215-1	Instructions to Offerors-Competitive Acquisition. (Deviation 2026-O0038) (Alternate I)	2026-02	Alternate I	2026-02
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data. (Deviation 2026-O0038)	2026-02		

52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work. (Deviation 2026-O0038)	2026-02
52.225-12	Notice of Buy American Requirement-Construction Materials Under Trade Agreements.	2014-05
52.232-28	Invitation to Propose Performance-Based Payments.	2000-03
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	2026-02		

2026-O0038)

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 1998-02

Incorporated by Reference.

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)

52.252-3	Alterations in Solicitation.	1984-04

Alterations in Solicitation (Apr 1984)

Portions of this solicitation are altered as follows:

https://www.acquisition.gov/

(End of clause)

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 ____[insert regulation name](48 CFR Chapter____) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

Section 00 22 10 - Two Phase - Phase One

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

SECTION 00 22 10 - SELECTION PROCEDURES AND BASIS OF AWARD

BEST VALUE TRADE OFF

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1.0 OVERVIEW

This is a "Best Value Trade Off" solicitation in accordance with Federal Acquisition Regulation (FAR) 15.101-1 for the Construction of the ERCIP Well Field Expansion project at Fort Drum, NY. The Government will evaluate the proposals in accordance with the criteria described herein, and award a firm fixed price contract to the responsible firm, whose proposal conforms to all the terms and conditions of the solicitation, is fair and reasonable, and offers the best overall value to the Government.

2.0 BASIS OF AWARD

This is a Best Value Trade Off procurement where the Contracting Officer will award a firm fixed price 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 non-price factors when combined are approximately equal in importance to price. The intent of this solicitation is to obtain the best value proposal within funds available. After the Government individually evaluates and rates each proposal, the Source Selection Authority will compare proposals to determine which proposal represents the overall 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, as defined in FAR 15.001. If there is a lower priced, conforming offer(s), the Source Selection Authority must determine that the added value of a more expensive proposal (within funds available) would justify award to that Offeror. The magnitude of construction is between $10,000,000 and $25,000,000

3.0 GENERAL INSTRUCTIONS AND PROPOSAL SUBMISSION REQUIREMENTS

3.1.1 Who May Submit:

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

3.1.2 Inquiries about this solicitation:

a. Prospective Offerors should submit inquiries related to this solicitation only by e-mail to the Contract Specialist -Brian Winters (Brian.H.Winters@usace.army.mil) and Contracting Officer - Nicholas Emanuel (Nicholas.P.Emanuel@usace.army.mil).

b. Include the solicitation number and project title with any questions/clarifications. Written questions must be received by this office not later than 14 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.

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

Volume	Tab	Title	Maximum Pages
1	A	Factor 1: Past Performance	No Page Limit
2	A	Factor 2: Small Business Participation Plan	No page limit
2	B	Factor 2: Past Utilization of Small Business	No page limit
3	A	Factor 3: Price (Standard Form 1442 & Contract Line Item Schedule)	No page limit
3	B	Factor 3: Bid Guarantee	No page limit
3	C	Factor 3: Self-Performed Work	No page limit

3	D	Factor 3: Pre-Award Information	No page limit
3	E	Factor 3: REPRESENTATIONS & CERTIFICATIONS	No page limit

In order to evaluate all proposals effectively and equitably, the Contracting Officer must receive information sufficiently detailed to clearly address submission requirements as outlined below. Pages containing text should 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, (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 should be minimally single spaced with a minimum 12-point font and one-inch margins all around. Any sheet with printed material (text or graphics) should be considered a page, excluding dividers, cover sheets, letters of commitment, team agreements, and/or Joint Venture agreements.

1.1.1 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, past performance, and other information about each joint venture partner will be considered the experience, etc. of the joint venture entity. Joint ventures must also submit the following additional documentation:

1.1.1.b.1 A copy of the Joint Venture Agreement.

1.1.1.b.2 A detailed statement outlining the following in terms of percentages, where appropriate:

1.1.1.b.3 The relationship of the joint venture parties in terms of business ownership, capital contribution, and profit distribution or loss sharing.

1.1.1.b.4 The structure of the joint venture and decision-making responsibilities of the joint venture parties in terms of who will control the manner and method of performance of the work under the contract.

1.1.1.b.5 Identification of key personnel having the authority to bind the joint venture to any and all agreements, including any subcontracts, executed by the joint venture.

1.1.1.b.6 Identification of party or parties maintaining the joint venture bank accounts for the payment of all expenses and the deposit of all receipts, keeping the books and records of the joint venture, and paying applicable taxes for the joint venture.

1.1.1.b.7 Identification of party or parties having overall control of the joint venture.

c. Other sections of the proposal should 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.

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

1.2 PROPOSAL SUBMISSION REQUIREMENTS

1.2.1 Proposal Requirements and Submission

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

Do not submit any material not required by this solicitation (such as company or system brochures). Offerors should 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 should meet the following basic requirements:

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

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

c. Proposals should be organized, concise, and submitted in the volumes and in the order indicated herein. Volumes should be clearly identified and tabbed. Each factor should be described in a separate tabbed section.

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

e. Offerors should submit a signed dated Standard Form 1442, Solicitation, Offer, and Award. Any and all amendments must be acknowledged by the Offeror in accordance with the instructions on the Standard Form 30, Amendment of Solicitation.

f. Offerors are reminded that elaborate corporate marketing information, formatting, special reproduction techniques, and the like are not necessary. However, proposals should 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.

1.2.2 Where to Submit:

The Offeror's proposal should be submitted electronically, as described below. The RFP will provide the Government address and receipt date for proposal submittal. The Offeror's proposal shall not contain classified data. The use of hyperlinks in proposals is prohibited.

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

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

Please send proposals to Contract Specialist Jordan Moran at Brian.H.Winters@usace.army.mil and to Contracting Officer Nicholas Emanuel at nicholas.p.emanuel@usace.army.mil.

INSTRUCTIONS FOR SUBMITTING ELECTRONIC PROPOSALS:

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

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

EMAIL FILE SIZE IS LIMITED TO 25 MB. The Government will NOT accept links.

RECEIPT OF SUBMISSIONS:

For the purposes of establishing whether a proposal submission is considered timely, the government considers the date and time the submission is received by the government.

The government will not be responsible for submissions delivered to any location or to anyone other than those designated to receive proposals. Offerors are responsible for ensuring that proposals are submitted so as to reach the designated recipients. Offerors are responsible for allowing sufficient time for the proposal to be received in accordance with the instructions provided.

1.3 VOLUME 1- MINIMUM SUBMISSION CRITERIA (TECHNICAL PROPOSAL):

For purposes of this RFP, an "Offeror" may include a group of two (2) or more entities that have formed a "contractor team arrangement," as that term is defined in the Federal Acquisition Regulation, Part 9.6. In the case of entities that have formed a contractor team arrangement, the experience and performance history of any member of the team, whether or not gained while working with the other member(s) of the currently- proposed contractor team arrangement, will be considered as a part of the evaluation of the Offeror's proposal, if the Offeror provides a firm, unequivocal Letter of Commitment signed by the subcontractor.

In the case of affiliates, past performance of an Offeror's "affiliate," as that term is defined in FAR 2.101, will be evaluated (as described within this section) if the Offeror demonstrates a firm, unequivocal commitment that the affiliate will participate meaningfully (e.g., roles, responsibilities, etc.) in the performance of the contract. This commitment, nature of each entity's relationship and meaningful participation shall be described in a document signed by authorized representatives of both the Offeror and its affiliate.

If a teaming agreement or Letter of Commitment is not provided, the projects and experience of any team members outside of the Prime Offeror will not be considered.

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

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

1.3.1 In the case of contractor team arrangements involving a Prime Contractor and Subcontractor(s), where the Prime Contractor submits the proposal in response to this RFP, the Prime Contractor is considered the "Prime Offeror."

1.3.2 In the case of joint ventures, the "Prime Offeror" experience and past performance is limited to entities with signed agreements.

1.3.3 In the case of mentor/protege relationships, the relationship must be established by the two Offerors and approved by the chosen Government Agency prior to proposal submission. The "Prime Offeror" experience and past performance is limited to entities with signed agreements. The approved mentor/protege document from the Government Agency must be submitted along with the teaming agreement.

1.3.4 In the case of additional projects submitted by subcontractors, the subcontractor must submit the final cost of their portion of the project along with total project cost and all other required information.

1.3.5 In the case of Offerors that are large, multi-function firms (consisting of subsidiaries), experience and past performance should be limited to the segment of the firm (e.g., division, group, and unit) that is submitting a proposal in response to this RFP.

1.3.6 In the case of affiliates, past performance of an Offeror's "affiliate," as that term is defined in FAR 2.101, will be evaluated (as described within this section) if the Offeror demonstrates a firm commitment that the affiliate will participate meaningfully in the performance of the contract. This commitment and meaningful participation shall be described in a document signed by authorized representatives of both the Offeror and its affiliate.

1.3.7 If a teaming agreement or commitment is not provided, the projects of any team members outside of the Prime Offeror will not be considered. If the Joint Venture/Mentor Protege is a Small and Large Business, the Small Business will be evaluated as the Prime Offeror.

2.0 PROPOSAL INFORMATION AND RELATED EVALUATION FACTORS, RATINGS AND ELEMENTS

The SSEB will evaluate the proposals and assign a consensus rating for the non-price evaluation factors.

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

Determination of Competitive Range refers to the range of proposals that are identified as the most highly rated, unless the range is further reduced for the purposes of efficiency. Competitive Range will be determined on the basis of the ratings of each proposal against all evaluation factors. The Government must then indicate to, or discuss with, each Offeror still being considered for award, deficiencies, significant weaknesses, and adverse past performance information to which the offeror has not yet had an opportunity to respond. The Contracting Officer will notify all contractors eliminated from the Competitive Range.

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

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

2.1 VOLUME 1 - PERFORMANCE CAPABILITY

LOCATION	FACTOR NUMBER	DESCRIPTION	RELATIVE IMPORTANCE
Volume 1 Tab A	Factor 1	Past Performance	Non-price Factor 1 is the most important non-price factor.

2.2 VOLUME 2 - SMALL BUSINESS

LOCATION	FACTOR NUMBER	DESCRIPTION	RELATIVE IMPORTANCE
Volume 2 TAB A	Factor 2	Small Business Participation Plan	Non-price Factor 2 is the least important non-price factor.
Volume 2 TAB B	Factor 2	Past Utilization of Small Business	Non-price Factor 2 is the least important non-price factor.

2.3 VOLUME 3 - PRICE

LOCATION	FACTOR NUMBER	DESCRIPTION	RELATIVE IMPORTANCE
Volume 3	Factor 3	Price	All non-price factors (1-2) when combined are approximately equal in importance to price

VOLUME 1 - PERFORMANCE CAPABILITY

GENERAL: The non-price factors consist of examples of Past Performance that meet the relevant scope, complexity, and magnitude described below.

DEFINITIONS:

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

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

- Significant Weakness: A flaw in the response or proposal that appreciably increases the risk of unsuccessful contract performance. Denoted with an (S).

- Strength: Any aspect of an offeror's proposal with merit or will exceed specified performance or capability requirements to the advantage of the Government during contract performance.

- Significant Strength: An aspect of an Offeror's proposal with appreciable merit or will exceed specified performance or capability requirements to the considerable advantage of the Government during contract performance. Denoted with an (S).

- Deviation: Proposal implies or specifically offers a deviation below the specified criteria. The Offeror may or may not have called the deviation to the Government's attention. A deviation is a deficiency. The proposal must conform to the solicitation requirements for award.

- Uncertainty: Any aspect of a non-cost/price factor response or proposal for which the intent of the offer is unclear (e.g. more than one way to interpret the offer or inconsistencies in the response or proposal indicating that there may have been an error, omission, or mistake).

EVALUATION RATING SYSTEM

- General: The Government will review the proposals and rate the quality of each evaluation factor. The SSEB will rate each proposal against the specified evaluation criteria in the solicitation requirements. They will not compare proposals at this time. After all proposals are rated, the Government will compare the ratings and relative advantages and disadvantages of proposals against each other.

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

- Rating System: After listing proposal strengths, weaknesses and deficiencies, the SSEB will assign an adjective rating of "Outstanding," "Good," "Acceptable," "Marginal," or "Unacceptable" to each factor except the Past Performance Factor, which will reflect the

Government's confidence in each Offeror's ability, as demonstrated in its proposal, to perform the requirements stated in the RFP. The adjectival ratings shall be assigned, using the evaluation criteria, which incorporate a proposal risk assessment:

VOLUME 1 - FACTOR 1 - PAST PERFORMANCE

The Offeror will provide Past Performance information on relevant projects using the Past Performance and Specialized Experience Questionnaires included in the solicitation. Contractor Performance Assessment Reporting System (CPARS) shall be submitted for projects, when available. Your client should receive form ATTACHMENT 2 - PAST PERFORMANCE QUESTIONNAIRE (PPQ) with items 1 through 4 completed and the "Note" that appears on its reverse side as well as the "Adjective Rating and Definitions" that are used for the ratings in the form. Ensure correct phone numbers and email addresses are provided for the client point of contact. Completed Past Performance Questionnaires should be submitted with your proposal. If the Offeror is unable to obtain a completed PPQ from a client for a project(s) before the proposal closing date, the Offeror should complete and submit with the proposal the first page of the PPQ form, which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's points of contact, the Contract Specialist and Contracting Officer, 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 seven (7) years from the date of issuance of the solicitation such as award fee determinations, customer letters of commendation, and any other forms of performance recognition.

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

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

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

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

of less significant less than satisfactory performance may lead to a less than satisfactory rating for this factor.

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

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

2.3.1 SUBMISSION REQUIREMENTS

The SSEB will evaluate the risks associated with an Offeror's likelihood of success in performing the requirements stated in the RFP based on the Offeror's demonstrated performance on recent, relevant contracts. A performance confidence assessment rating will be assigned to each past performance.

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

NOTE: In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, the Offeror shall be determined to have unknown (or "neutral confidence") past performance.

2.3.2 RELEVANT PAST PERFORMANCE

The Offeror will be evaluated on the recency and relevancy of the past performance demonstrated in the submitted form, ATTACHMENT 3 - SPECIALIZED EXPERIENCE. The Offeror should list their construction past performance of similar project scope, complexity, and magnitude as defined below. Additionally, the Offeror should list their designer's past performance in designing projects of similar scope, complexity, and magnitude. Design Bid Build projects may be considered.

For the construction contractor past performance - submit at least two (2) and not more than three (3) projects. A minimum of two (2) projects should be completed and turned over to the customer and the other projects should be at least substantially complete. Substantially complete is defined as 75% construction complete as of the date of issuance of the solicitation. All submitted projects should be recent construction past

performance which means that completion should be no more than seven (7) years preceding the date of issuance 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 one (1) project, but no more than two (2)

previously designed projects. A minimum of one (1) project should be construction complete and turned over to the customer, any further projects should be at least 100% design complete, and construction should be at least 30% physical work complete. At least one (1) project should include the design of water transmission line. All submitted projects should be recent design past performance which means that design completion should be no more than seven (7) years preceding the date of this solicitation. The projects should meet the description of similar scope, complexity, and magnitude as outlined below.

If any firm has multi-function firms, project examples should be limited to those performed by the division submitting the offer.

Firm, unequivocal letters of commitment (Signed by both the Subcontractor and Offeror) are required in order for the Government to consider Subcontractor past performance in the proposal evaluation. Only unequivocal letters matching the format shown in Attachment 5 will be acceptable. Other divisions within the Offer's company may be considered as subcontractors for the submitting division.

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

i. Similar projects are defined as:

a. Scope: Similar scope is defined as design and/or construction of water transmission systems.

b. Complexity: Similar complexity is defined as projects demonstrating successful design and/or construction of water transmission systems including telemetry and controls that are at least 5,000 linear feet.

c. Magnitude: Similar magnitude is defined as projects with a construction cost greater than $5,000,000. Offerors should provide construction cost of each project submitted, for both the design and construction projects submitted for consideration.

The Government will consider the past performance demonstrated by the projects in its evaluation. Proposals may be highly rated when the Offeror demonstrates extensive past performance in all or nearly all of the aspects defining relevance and listed below.

Where this past performance includes the following, the proposal may be given additional consideration (the following list does not encompass all possible items for which additional consideration may be given):

i. Projects demonstrating experience with design build projects .

ii. Projects that included NYS regulatory permitting.

iii. Projects that included the installation of water wells.

iv. Projects demonstrating experience working with USACE.

v. Projects demonstrating the prime contractor and anticipated subcontractor(s) have worked together on previous projects.

vi. Projects demonstrating self-performance by the prime contractor.

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

i. Few or no projects are provided where the Offeror acted as Prime contractor.

ii. Few or no projects that involve working with USACE.

iii. Few or no projects that involve working on DoD installations.

iv. Example experiences are from proposed subcontractors in lieu of the Offeror.

EVALUATION CRITERIA

2.3.3 RATING GUIDELINES FOR FACTOR 1

PAST PERFORMANCE RELEVANCY RATINGS

RATINGS	DESCRIPTION
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.

Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

PAST PERFORMANCE (CONFIDENCE ASSESSMENT RATING SYSTEM)

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

PERFORMANCE CONFIDENCE ASSESSMENT

RATINGS	DESCRIPTION
Substantial Confidence	Based on the Offeror's recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the Offeror's recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.
Neutral Confidence	

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

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

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

3.0 VOLUME 2 - FACTOR 2--SMALL BUSINESS PARTICIPATION PLAN & PAST UTILIZATION OF SMALL BUSINESS

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

3.1 VOLUME 2 - FACTOR 2 - TAB A SMALL BUSINESS PARTICIPATION PLAN

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

All Offerors shall identify the extent to which Small Businesses (SBs), Veteran-Owned Small Businesses (VOSBs), Service-Disabled Veteran-Owned Small Businesses (SDVOSBs), HUBZone Small Businesses, Small Disadvantaged Businesses (SDBs), and Woman-Owned Small Businesses (WOSBs) would be utilized in the performance of

this proposed contract. For small businesses, as defined by the North American Industry Classification System (NAICS) Code applicable to this solicitation, the Offerors shall identify their own participation as a SB, VOSB, SDVOSB, HUBZONE SB, SDB, or WOSB and it will be considered in evaluating the Participation of Small Business factor.

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

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

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

3.2 GOAL REGARDING THE PARTICIPATION OF SMALL BUSINESS CONCERNS

3.2.1 Application. This clause applies to all Offerors submitting proposals.

3.2.2 Goals. The U.S. Army Corps of Engineers considers the following goals for Small Business Participation, reasonable and achievable for the performance of the resultant contract:

a. 10% of total contract amount with small business concerns (SB).

3.2.3 Socio-Economic Goals: The U.S. Army Corps of Engineers considers the following socio-economic goals for Small Business Participation, reasonable and achievable for the performance of the resultant contract:

a. 2% of total contract amount with those small business concerns owned and controlled by socially and economically disadvantaged individuals (SDB, including 8 (a)).

b. 2% of total contract amount with those small business concerns owned and controlled by women (WOSB).

c. 2% of total contract amount with those small business concerns owned and controlled by Service-Disabled Veterans (SDVOSB).

d. 1% of total contract amount with those small business concerns owned and controlled by HUBZones.

e. 2% of total contract amount with those small business concerns owned and controlled by Veterans (VOSB).

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

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

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

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

i. The extent to which such firms, as defined in FAR Part 19, are specifically identified in plans;

ii. The extent of commitment to use such firms (enforceable commitments will be weighted more heavily than non-enforceable ones);

iii. Identification of the complexity and variety of the work such firms are to perform;

iv. The extent to which the Offeror meets or exceeds the goals, as indicated herein in terms of percentage of the total value of the acquisition;

v. Past performance of the Offerors in complying with requirements of the clauses at FAR 52.219-8, Utilization of Small Business Concerns, and 52.219-9, Small Business Subcontracting Plan.

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

3.3 VOLUME 2 - FACTOR 2 - TAB B - PAST UTILIZATION OF SMALL BUSINESS

3.3.1 Submission Requirements: Provide a description of the Offeror's performance, over the past seven (7) calendar years, in complying with the requirements of FAR 52.219-8, Utilization of Small Business Concerns, including description and available documentation of the methods employed to promote small business utilization and the internal methods used to monitor such utilization. Factor 4, Small Business Participation Plan (TAB A), also required in the Source Selection phase, and the Subcontracting Plan required prior to award if requested by the Contracting Officer, are both separate and different requirements than Factor 4 (TAB B), Past Utilization of Small Business.

3.3.2 Past performance of the Offeror in complying with the requirements of the clauses at FAR 52.219-8, Utilization of Small Business Concerns, and, for all large business Offerors, FAR 52.219-9, Small Business Subcontracting Plan (JUL 2013), based on the Offeror's presentation of facts, details of efforts and successes in complying with the clause(s) on Federal contracts. Offerors must show documentation of reasonable efforts in complying with the clause for a "Satisfactory" rating.

3.3.3 Offerors who are large, as defined by the North American Industry Classification System (NAICS) Code applicable to this solicitation, shall provide a description of their performance over the past seven (7) calendar years in complying with the requirements of FAR 52.219-8, Utilization of Small Business Concerns, and/or FAR 52.219-9, Small Business Subcontracting Plan, including documentation of their accomplishment on prior contracts with any Federal Agency. For Large Business: Summary Subcontracting Report (SSR) system located at https://www.esrs.gov3. For Large and Small businesses: provide descriptive information for all small business categories. Any information concerning long-term relationships with Small Business subcontractors, such as mentor-protege relationships, should be provided. Contractors using the Electronic Subcontracting Reporting System (eSRS) with non-DoD agencies may submit a Summary Subcontracting Report (SSR) for plan type individual. The SSR is the former SF-295. USACE is using eSRS effective October 2008.

3.3.4 Large businesses that have never held a contract incorporating FAR 52.219-8 and /or FAR 52.219-9 shall so state. Large Businesses may use company records to document Past Utilization of Small Business.

3.3.5 Small business utilization for each of the projects submitted under Factor 1 should be included in this section. Information to be provided includes:

a. Extent and type of work you subcontracted out.

b. Type of firm subcontracted to (LB, SDVOSB, WOSB, etc.).

c. Company subcontracted to.

d. Subcontracted company's address.

e. Subcontracted company's DUNS.

f. Subcontracted company's NAICS.

g. Amount subcontracted to small business.

h. Details of efforts and successes in complying with the clauses(s) of Federal contracts.

i. Explanation for no prior performance information.

3.4 RATING GUIDELINES FOR FACTOR 2 - SMALL BUSINESS

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

The Government will not award to an Offeror that receives an Unacceptable rating in this factor.

4.0 VOLUME 3 - FACTOR 3 - PRICE AND PRO FORMA INFORMATION

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

4.1 VOLUME 3 TAB A - PRICE (STANDARD FORM 1442 AND CONTRACT LINE ITEM SCHEDULE)

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

Evaluation Criteria:

4.1.1 Price will not be rated or scored, but will be evaluated for fairness and reasonableness through the use of a price analysis by the Price Evaluation Board (PEB). The PEB will also check for appearance of unbalanced line item prices. Offerors are cautioned to distribute direct costs, such as material, labor, equipment, subcontracts, etc. and to evenly distribute indirect costs, such as job overhead, home office overhead, bond, etc., to the appropriate contract line items. Both parties shall presume that field overhead costs through the proposed contract duration are inclusive in the offered price for the contract.

4.1.2 Supplemental Cost Breakdown. The Government may request a cost breakdown of the Contract Line items in a sealed envelope marked "Cost Breakdown Information", in Excel format. If required, the Government will provide details for the preparation of the cost breakdown. This information is not an opportunity for an Offeror to revise its non-price or price proposal. If deemed necessary, the supplemental price breakdown information will be used to assist the Government in performing the price evaluations described above.

4.1.3 The Government reserves the right to accept other than the lowest priced offer or to reject all offers. The Government will not award a contract to an Offeror whose proposal contains a Deficiency, as defined in FAR 15.001. If there is a lower priced, conforming offer(s), the Source Selection Authority must determine that the added value of a more expensive proposal (within an acceptable range) would justify award to that Offeror.

4.2 VOLUME 3 - TAB B - BID GUARANTEE

4.2.1 Submission Requirements: Submit the Bid Bond in accordance with the solicitation request for proposals. If the Offeror cannot provide a Bid Guarantee in accordance with FAR 52.228-1, the Offeror's proposal may be rejected as ineligible for award.

4.2.2 Evaluation Criteria: This item is not rated. The Government will review the Bid Bond for legal sufficiency. The Bond must be legally sufficient.

4.3 VOLUME 3 TAB C - SELF-PERFORMED WORK

4.3.1 Submission Requirements: The Firm shall confirm that it understands and that it shall perform the amount of work required to be self-performed, in accordance with the appropriate clause in Section 00 70 00 that applies to the contract performance.

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

4.4 TAB D - REQUIRED PRE-AWARD INFORMATION

4.4.1 Submission Requirements:

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

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

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

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

One copy of the following information shall be provided:

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

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

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

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

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

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

4.5 TAB E - REPRESENTATIONS & CERTIFICATIONS

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

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

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

*** END OF NARRATIVE ***

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
52.203-2	Certificate of Independent Price Determination.	1985-04		

Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision ____[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

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
252.204-7017	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		

Section 00 72 00 - General Conditions

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 Recovery of Funds for Illegal or Improper Activity.	2014-05		
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		
52.204-10	Reporting Executive Compensation and First-Tier	2026-02		

	Subcontract Awards. (Deviation 2026-O0038)	
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
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52.219-16	Liquidated Damages-Subcontracting Plan. (Deviation 2026-O0038)	2026-02
52.219-33	Nonmanufacturer Rule. (Deviation 2026-O0038)	2026-02
52.222-4	Contract Work Hours and Safety Standards-Overtime Compensation. (Deviation 2026-O0038)	2026-02

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52.222-9	Apprentices and Trainees. (Deviation 2026-O0038)	2026-02
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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
52.222-35	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
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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-O0038)	2026-02
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	2026-04
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52.228-12	Prospective Subcontractor	2022-12

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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
52.232-8	Discounts for Prompt Payment.	2002-02
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
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	O0038)	
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

52.236-15	Schedules for Construction Contracts. (Deviation 2026-O0038)	2026-02		
52.236-21	Specifications and Drawings for Construction. (Deviation 2026-O0038)	2026-02		
52.242-5	Payments to Small Business Subcontractors.	2017-01		
52.242-13	Bankruptcy.	1995-07		
52.242-14	Suspension of Work.	1984-04		
52.243-4	Changes. (Deviation 2026-O0038)	2026-02		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-04		
52.246-12	Inspection of Construction.	1996-08		
52.249-2	Termination for Convenience of the Government (Fixed-Price).	2012-04		
52.249-2	Termination for Convenience of the Government (Fixed-Price). (Alternate I)	2012-04	Alternate I	1996-09
52.249-10	Default (Fixed-Price Construction).	1984-04		

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 Compensation of Former DoD Officials.	2011-09
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
252.204-7003	Control of Government Personnel Work Product.	1992-04
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	2019-05

	a State Sponsor of Terrorism.	
252.215-7002	Cost Estimating System Requirements.	2025-01
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
252.225-7048	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 Economic Enterprises, and Native Hawaiian Small Business Concerns.	2023-01

252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12
252.232-7010	Levies on Contract Payments.	2006-12
252.236-7000	Modification Proposals--Price Breakdown.	1991-12
252.243-7001	Pricing of Contract Modifications.	1991-12
252.243-7002	Requests for Equitable Adjustment.	2022-12
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations.	2010-10
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 $3,193.00 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 punch list items after the date of beneficial occupancy: $798.00 for each calendar 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)

52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns. (Deviation 2026-O0038)	2026-02

Notice of Price Evaluation preference for HUBZone Small Business Concerns (Feb 2026) (Deviation 2026-O0038)

(a) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(b) Waiver of evaluation preference. A HUBZone small business concern may choose to waive the evaluation preference. If the concern waives the preference, the factor will be added to its offer for evaluation purposes.

[ ] Offeror chooses to waive the evaluation preference.

(c) Joint venture. A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small

business parties to the joint venture must be more than administrative functions.

(End of provision)

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)

52.225-11	Buy American-Construction Materials under Trade Agreements. (Deviation 2026-O0038)	2026-02

Buy American-Construction Materials under Trade Agreements (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this clause-

Caribbean Basin country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

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.

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or 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.

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

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.

Free Trade Agreement country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from

another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

Least developed country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

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.

WTO GPA country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(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 material, excluding COTS fasteners. In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy

American restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

_____[Contracting Officer is to list applicable excepted materials or indicate "none"]

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) 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 restrictions 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) [Reserved]

(3) [Reserved]

(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) [Reserved]

(3) [Reserved]

(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)(4) 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)(4)(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.

(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)

52.232-32 Performance-Based Payments. 2012-04

Performance-Based Payments (Apr 2012)

(a) Amount of payments and limitations on payments. Subject to such other limitations and

conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the ____[Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (a) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) 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) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture

shall be immediately upon the date of the first performance-based payment under 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 following 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 (f)(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, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based 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.

(g) 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. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation 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.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

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

(1) This request for performance-based payment is true and correct; this request (and

attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on ____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on ____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated ____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the 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/

(End of clause)

52.252-4 Alterations in Contract. 1984-04

Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

https://www.acquisition.gov/

(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 **(48 CFR 201)** 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
252.232-7013	Performance-Based Payments-Deliverable-Item Basis.	2022-12		

PERFORMANCE-BASED PAYMENTS-DELIVERABLE-ITEM BASIS (DEC 2022)

(a) Performance-based payments shall form the basis for the contract financing payments provided under this contract and shall apply to Contract Line Item Numbers (CLIN(s)) ____ [Contracting Officer insert applicable CLIN(s)] . The performance-based payments schedule (Contract Attachment ____) describes the basis for payment, to include identification of the individual payment events, CLINs to which each event applies, evidence of completion, and amount of payment due upon completion of each event.

(b) In accordance with 10 U.S.C. 3802(c), the Contractor's financial statements shall be in compliance with Generally Accepted Accounting Principles in order to receive performance-based payments.

(c)(1) The Contractor shall, in addition to providing the information required by FAR 52.232-32, submit information for all payment requests using the following format:

Current performance-based payment(s) event(s) addressed by this request:
Contractor shall identify- Amount Totals
(1a) Negotiated value of all previously completed performance-based payment(s) event(s); ____ ____
(1b) Negotiated value of the current performance-based payment(s) event (s); ____ ____
(1c) Cumulative negotiated value of performance-based payment(s) event(s) completed to date (1a) + (1b); and ____ ____
(2) Total costs incurred to date. ____ ____

(2) Incurred cost is determined by the Contractor's accounting books and records, to which the Contractor shall provide access upon request of the Contracting Officer. An acceptable accounting system in accordance with DFARS 252.242-7006 is not required for reporting of incurred costs under this clause. If the Contractor's accounting system is not capable of tracking costs on a job order basis, the Contractor shall provide a realistic approximation of the allocation of incurred costs attributable to this contract in accordance with the Contractor's accounting system. FAR 52.232-32(m) does not require certification of incurred costs.

(d) Security for financing.

(1) Title to the property described in paragraph (f) of the clause at FAR 52.232-32, Performance-Based Payments, is the preferred security for receipt of performance-based

payments.

(2)(i) If the Contractor's accounting system is not capable of identifying and tracking through the build cycle the property that is allocable and properly chargeable to this contract, the Contracting Officer may consider acceptance of one or a combination of the following alternative forms of security sufficient to constitute adequate security for the performance-based payments and so specify in the contract, consistent with FAR 32.202-4:

(A) A paramount lien on assets.

(B) An irrevocable letter of credit from a federally insured financial institution.

(C) A bond from a surety, acceptable in accordance with FAR part 28.

(D) A guarantee of repayment from a person or corporation of demonstrated liquid net worth, connected by significant ownership interest to the Contractor.

(E) Title to identified Contractor assets of adequate worth.

(ii) Paragraph (f) of the clause at FAR 52.232-32 does not apply to the extent that the Contractor and the Contracting Officer agree on alternative forms of security. In the event the Contractor fails to provide adequate security, as required in this contract, no financing payment will be made under this contract. Upon receipt of adequate security, financing payments will be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the provisions for contract financing. If at any time the Contracting Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided and suspend further payments to the Contractor; and the Contractor shall repay to the Government the amount of unliquidated financing payments as the Contracting Officer at his sole discretion deems repayable.

(End of clause)

252.236-7001	Contract Drawings and Specifications.	2000-08

CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall-

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

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

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

See Specification

(End of clause)

Section 00 73 00 - Supplementary Conditions

Initial Wage Rate for Fort Drum ERCIP Wellfield Expansion, Fort Drum, New York - W912DS26RA028

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:

Non-SMSA Counties 2.5

NY Cayuga; NY Cortland; NY Franklin; NY Jefferson; NY Lewis; NY St. Lawrence.

For Women: **6.9%**

2. Please verify with the undersigned, a minimum of 10 days prior to bid opening/proposal receipt, that the rates provided on this date are still in effect. Any changes will have to be incorporated into the solicitation by amendment. It is recommended that the "wage rate in effect" be confirmed at the time of any amendment.

3. Note that in negotiated procurements, the wage rates in effect on the date of contract award (not at proposal due date or FPR date) are the ones to be incorporated in the contract Also note that the then current wage decision is to be incorporated into the instant contract at exercise of any option period regardless of the method of solicitation (IFB, RFQ or RFP).

4. Please ensure that this decision is incorporated into the applicable solicitation and its resultant contract as set forth in FAR 22.404-6.

"General Decision Number: NY20260009 05/18/2026

State: New York

Construction Types: Heavy and Highway

Counties: New York Counties of

Jefferson, Lewis and St Lawrence

Heavy Construction

Highway Construction

Modification Number Publication Date

1 01/30/2026

2 05/18/2026

BOIL0175-001 01/01/2021

Rates Fringes

BOILERMAKER.....$ 35.23 26.61

BRNY0002-012 06/01/2018

Rates Fringes

CEMENT MASON/CONCRETE FINISHER A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY. FOOTNOTE A. PAID HOLIDAYS: MEMORIAL DAY, JULY THE 4TH, LABOR DAY, AND THANKSGIVING DAY (PROVIDED THE EMPLOYEE IS EMPLOYED ONE DAY BEFORE AND ONE DAY AFTER THE HOLIDAY).....$ 37.23 19.51

CARP0277-007 07/01/2025

Rates Fringes

CARPENTERS: (HEAVY & HIGHWAY CONSTRUCTION) A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY.....$ 39.52 27.16

ELEC0910-005 04/01/2025

Rates Fringes

ELECTRICIAN.....$ 43.50 28.38

ELEC1249-003 05/05/2025

Rates Fringes

ELECTRICIAN LINE CONSTRUCTION: LIGHTING AND TRAFFIC SIGNAL INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY FOR TRAFFIC SIGNAL SYSTEMS, TRAFFIC MONITORING SYSTEMS AND ROAD WEATHER INFORMATION SYSTEMS MECHANIC

FOOTNOTE: A. NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY, PLUS PRESIDENT'S DAY, GOOD FRIDAY, DECORATION DAY, ELECTION DAY FOR THE PRESIDENT OF THE UNITED STATES AND ELECTION DAY FOR THE GOVERNOR OF THE STATE OF NEW YORK, PROVIDED THE EMPLOYEE WORKS THE DAY BEFORE OR THE DAY AFTER THE HOLIDAY.....$ 42.29 30.66

ELECTRICIAN LINE CONSTRUCTION: LIGHTING AND TRAFFIC SIGNAL INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY FOR TRAFFIC SIGNAL SYSTEMS, TRAFFIC MONITORING SYSTEMS AND ROAD WEATHER INFORMATION SYSTEMS LINEMAN & TECHNICIAN FOOTNOTE: A. NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY, PLUS PRESIDENT'S DAY, GOOD FRIDAY, DECORATION DAY, ELECTION DAY FOR THE PRESIDENT OF THE UNITED STATES AND ELECTION DAY FOR THE GOVERNOR OF THE STATE OF NEW YORK, PROVIDED THE EMPLOYEE WORKS THE DAY BEFORE OR THE DAY AFTER THE HOLIDAY.....$ 52.86 35.60

ELECTRICIAN LINE CONSTRUCTION: LIGHTING AND TRAFFIC SIGNAL INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY FOR TRAFFIC SIGNAL SYSTEMS, TRAFFIC MONITORING SYSTEMS AND ROAD WEATHER INFORMATION SYSTEMS GROUNDMAN TRUCK DRIVER (TRACTOR TRAILER UNIT) FOOTNOTE: A. NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY, PLUS PRESIDENT'S DAY, GOOD FRIDAY, DECORATION DAY, ELECTION DAY FOR THE PRESIDENT OF THE UNITED STATES AND ELECTION DAY FOR THE GOVERNOR OF THE STATE OF NEW YORK, PROVIDED THE EMPLOYEE WORKS THE DAY BEFORE OR THE DAY AFTER THE HOLIDAY...$ 47.57 31.03

ELECTRICIAN LINE CONSTRUCTION: LIGHTING AND TRAFFIC SIGNAL INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY FOR TRAFFIC SIGNAL SYSTEMS, TRAFFIC MONITORING SYSTEMS AND ROAD WEATHER INFORMATION SYSTEMS GROUNDMAN (TRUCK DRIVER) FOOTNOTE: A. NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY, PLUS PRESIDENT'S DAY, GOOD FRIDAY, DECORATION DAY, ELECTION DAY FOR THE PRESIDENT OF THE UNITED STATES AND ELECTION DAY FOR THE GOVERNOR OF THE STATE OF NEW YORK, PROVIDED THE EMPLOYEE WORKS THE DAY BEFORE OR THE DAY AFTER THE HOLIDAY.....$ 42.29 30.66

ELECTRICIAN LINE CONSTRUCTION: LIGHTING AND TRAFFIC SIGNAL INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY FOR TRAFFIC SIGNAL SYSTEMS, TRAFFIC MONITORING SYSTEMS AND ROAD WEATHER INFORMATION SYSTEMS FLAGMAN FOOTNOTE: A. NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY, PLUS PRESIDENT'S DAY, GOOD FRIDAY, DECORATION DAY, ELECTION DAY FOR THE PRESIDENT OF THE UNITED STATES AND ELECTION DAY FOR THE GOVERNOR OF THE STATE OF NEW YORK, PROVIDED THE EMPLOYEE WORKS THE DAY BEFORE OR THE DAY AFTER THE HOLIDAY.....$ 31.72 29.87----------

ELEC1249-004 05/05/2025

Rates Fringes

ELECTRICIAN, LINE CONSTRUCTION: MECHANIC (Switching structures; railroad catenary installation and maintenance, third rail type underground fluid or gas filled transmission conduit and cable installations (including any and all fiber optic ground product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities), pipetype cable installation and maintenance jobs or projects, and maintenance bonding of rails; Pipetype cable installation).....$ 49.25 31.15

ELECTRICIAN, LINE CONSTRUCTION: MECHANIC (Substation:).....$ 49.25 31.15

ELECTRICIAN, LINE CONSTRUCTION: MECHANIC (Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire, fiber optic shield wire or any other like product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities :).....$ 49.25 31.15

ELECTRICIAN, LINE CONSTRUCTION: LINEMAN & TECHNICIAN (Switching structures; railroad catenary installation and maintenance, third rail type underground fluid or gas filled transmission conduit and cable installations (including any and all fiber optic ground product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities), pipetype cable installation and maintenance jobs or projects, and maintenance bonding of rails; Pipetype cable ins.....$ 61.56 36.21

ELECTRICIAN, LINE CONSTRUCTION: LINEMAN & TECHNICIAN (Substation:).....$ 61.56 36.21

ELECTRICIAN, LINE CONSTRUCTION: GROUNDMAN TRUCK DRIVER (TRACTOR TRAILER UNIT) (Substation:).....$ 49.25 31.15

ELECTRICIAN, LINE CONSTRUCTION: GROUNDMAN TRUCK DRIVER (TRACTOR TRAILER UNIT) (Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire, fiber optic shield wire or any other like product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities :).....$ 49.25 31.15

ELECTRICIAN, LINE CONSTRUCTION: GROUNDMAN TRUCK DRIVER (Switching structures; railroad catenary installation and maintenance, third rail type underground fluid or gas filled transmission conduit and cable installations (including any and all fiber optic ground product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities), pipetype cable installation and maintenance jobs or projects, and maintenance bonding of rails; Pipetype cable installat.....$ 49.25 31.15

ELECTRICIAN, LINE CONSTRUCTION: GROUNDMAN TRUCK DRIVER (Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire, fiber optic shield wire or any other like product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities :).....$ 49.25 31.15

ELECTRICIAN, LINE CONSTRUCTION: GROUNDMAN DIGGING MACHINE OPERATOR (Switching structures; railroad catenary installation and maintenance, third rail type underground fluid or gas filled transmission conduit and cable installations (including any and all fiber optic ground product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities), pipetype cable installation and maintenance jobs or projects, and maintenance bonding of rails; Pipetype cab.....$ 55.40 31.78

ELECTRICIAN, LINE CONSTRUCTION: GROUNDMAN DIGGING MACHINE OPERATOR (Substation:).....$ 55.40 31.78

ELECTRICIAN, LINE CONSTRUCTION: GROUNDMAN DIGGING MACHINE OPERATOR (Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire, fiber optic shield wire or any other like product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities :)....$ 55.40 31.78

ELECTRICIAN, LINE CONSTRUCTION: FLAGMAN (Switching structures; railroad catenary installation and maintenance, third rail type underground fluid or gas filled transmission conduit and cable installations (including any and all fiber optic ground product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities), pipetype cable installation and maintenance jobs or projects, and maintenance bonding of rails; Pipetype cable installation).....$ 35.34 30.12

ELECTRICIAN, LINE CONSTRUCTION: FLAGMAN (Substation:).....$ 35.34 30.12

ELECTRICIAN, LINE CONSTRUCTION: FLAGMAN (Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire, fiber optic shield wire or any other like product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities :).....$ 35.34 30.12

ELECTRICIAN, LINE CONSTRUCTION: CABLE SPLICER (Switching structures; railroad catenary installation and maintenance, third rail type underground fluid or gas filled transmission conduit and cable installations (including any and all fiber optic ground product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities), pipetype cable installation and maintenance jobs or projects, and maintenance bonding of rails; Pipetype cable installation).....$ 64.59 42.92

ELECTRICIAN, LINE CONSTRUCTION: CABLE SPLICER (Substation:).....$ 63.14 33.82

ELECTRICIAN LINE CONSTRUCTION SWITCHING STRUCTURES; RAILROAD CATENARY INSTALLATION AND MAINTENANCE, THIRD RAIL TYPE UNDERGROUND FLUID OR GAS FILLED TRANSMISSION CONDUIT AND CABLE INSTALLATIONS (INCLUDING ANY AND ALL FIBER OPTIC GROUND PRODUCT BY ANY OTHER NAME MANUFACTURED FOR THE DUAL PURPOSE OF GROUND FAULT PROTECTION AND FIBER OPTIC CAPABILITIES), PIPETYPE CABLE INSTALLATION AND MAINTENANCE JOBS OR PROJECTS, AND MAINTENANCE BONDING OF RAILS; PIPETYPE CABLE INSTALLATION GROUNDMAN TRUCK DRIVER (TRACTOR-TRAILER UNIT)

FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, GOOD FRIDAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY, AND ELECTION DAY FOR THE PRESIDENT OF THE UNITED STATES AND ELECTION DAY FOR THE GOVERNOR OF NEW YORK STATE, PROVIDED THE EMPLOYEE WORKS TWO DAYS BEFORE OR TWO DAYS AFTER THE HOLIDAY.....$ 49.25 31.15

ELECTRICIAN LINE CONSTRUCTION SUBSTATION: GROUND MAN TRUCK DRIVER FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, GOOD FRIDAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY, AND ELECTION DAY FOR THE PRESIDENT OF THE UNITED STATES AND ELECTION DAY FOR THE GOVERNOR OF NEW YORK STATE, PROVIDED THE EMPLOYEE WORKS TWO DAYS BEFORE OR TWO DAYS AFTER THE HOLIDAY.....$ 49.25 31.15

ELECTRICIAN LINE CONSTRUCTION OVERHEAD AND UNDERGROUND DISTRIBUTION AND MAINTENANCE WORK AND ALL OVERHEAD AND UNDERGROUND TRANSMISSION LINE WORK INCLUDING ANY AND ALL FIBER OPTIC GROUND WIRE, FIBER OPTIC SHIELD WIRE OR ANY OTHER LIKE PRODUCT BY ANY OTHER NAME MANUFACTURED FOR THE DUAL PURPOSE OF GROUND FAULT PROTECTION AND FIBER OPTIC CAPABILITIES : LINEMAN AND TECHNICIAN FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, GOOD FRIDAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY, AND ELECTION DAY FOR THE PRESIDENT OF THE UNITED STATES AND ELECTION DAY FOR THE GOVERNOR OF NEW YORK STATE, PROVIDED THE EMPLOYEE WORKS TWO DAYS BEFORE OR TWO DAYS AFTER THE HOLIDAY.....$ 61.56 36.21----------

ELEC1249-008 01/01/2025

Rates Fringes

ELECTRICIAN LINE CONSTRUCTION TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT INSTALLER REPAIRMAN-TELEDATA LINEMAN/TECHNICIAN-EQUIPMENT OPERATOR A. NEW YEAR'S DAY, PRESIDENT'S DAY, GOOD FRIDAY, DECORATION DAY,

INDEPENDENCE DAY, LABOR DAY, VETERAN'S DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING, CHRISTMAS DAY.....$ 38.73 6.93

ELECTRICIAN LINE CONSTRUCTION TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT GROUNDMAN A. NEW YEAR'S DAY, PRESIDENT'S DAY, GOOD FRIDAY, DECORATION DAY, INDEPENDENCE DAY, LABOR DAY, VETERAN'S DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING, CHRISTMAS DAY.....$ 20.53 6.39

ELECTRICIAN LINE CONSTRUCTION TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT CABLE SPLICER A. NEW YEAR'S DAY, PRESIDENT'S DAY, GOOD FRIDAY, DECORATION DAY, INDEPENDENCE DAY, LABOR DAY, VETERAN'S DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING, CHRISTMAS DAY.....$ 40.81 6.99

ELEV0062-002 01/01/2025

Rates Fringes

ELEVATOR MECHANIC FOOTNOTE: A.VACATION: 6%/UNDER 5 YEARS BASED ON REGULAR HOURLY RATE FOR ALL HOURS WORKED. 8%/OVER 5 YEARS BASED ON REGULAR HOURLY RATE FOR ALL HOURS WORKED. B. PAID HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; VETERANS' DAY; THANKSGIVING DAY; THE FRIDAY AFTER THANKSGIVING DAY; AND CHRISTMAS DAY.....$ 58.44 38.44

---------- ENGI0158-010 07/01/2017

Rates Fringes

POWER EQUIPMENT OPERATOR GROUP 4 (BUILDING) MASTER MECHANIC (LEWIS AND ST LAWRENCE COUNTIES) PREMIUMS: HAZMAT WORK 2.50 QUAD 9 BULLDOZER OR MULTIBOWL SCRAPER .50 CRANE PREMIUMS (ADD TO GROUP 1 RATE): ALL LATTICE BOOM CRANES (65 TON CAPACITY AND OVER) GROUP 1 RATE PLUS 1.75 ALL HYDRAULIC CRANES (100 TON CAPACITY AND OVER) GROUP 1 RATE PLUS 1.75 ALL HYDRAULIC CRANES (80 TON CAPACITY TO 99 TON CAPACITY) GROUP 1 RATE PLUS 1.25 ALL HYDRAULIC CRANES (65 TON CAPACITY TO 79 TON CAPACITY) GROUP 1 RATE PLUS 1.10 FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY PROVIDED THE EMPLOYEE HAS WORKED FIVE CONSECUTIVE WORKING DAYS BEFORE AND THE WORKING DAY AFTER THE HOLIDAY.....$ 38.84 23.80

POWER EQUIPMENT OPERATOR GROUP 3 (BUILDING) COMPRESSOR (UP TO 500 C.F.), CONCRETE PAVER OR MIXER (UNDER 16S), CONCRETE PAVEMENT SPREADERS AND FINISHERS (NOT AUTOMATED), CONVEYOR (OVER 12 FT), ELECTRIC SUBMERSIBLE PUMP (4"" AND OVER), FARM TRACTOR WITH OR WITHOUT ACCESSORIES, FINE GRADE MACHINE (NOT AUTOMATED), FIREMAN, FORM TAMPER, GENERATOR (2,500 WATTS AND

OVER), GROUT PUMP, HYDRAULIC PUMP, MECHANICAL HEATERS (MORE THAN 2 MECHANICAL HEATERS OR ANY MECHANICAL HEATER OR HEATERS WHOSE COMBINED OUTPUT EXCEEDS 640,000 BTU PER HOUR (MANUFACTURER'S RATING) PLUS ONE CONTAINED HEATING UNIT (I.E. SUNDOG, AIR HEAT TYPE, NEW HOLLAND HAY DRYER TYPE EXCLUDED), MULCHING MACHINE, OILER, POWER DRIVEN WELDING MACHINE - 300 AMP. AND OVER (OTHER THAN ALL ELECTRIC), POWER HEATERMAN (HAY DRYER), PUMP (UNDER 4""), REVINUS WIDENER (ROAD WIDENER), SINGLE LIGHT PLANT, STEAM CLEANER OR JENNY, TRACTOR WITH OR WITHOUT TOWED ACCESSORIES (LEWIS AND ST LAWRENCE COUNTIES) PREMIUMS: HAZMAT WORK 2.50 QUAD 9 BULLDOZER OR MULTIBOWL SCRAPER .50 CRANE PREMIUMS (ADD TO GROUP 1 RATE): ALL LATTICE BOOM CRANES (65 TON CAPACITY AND OVER) GROUP 1 RATE PLUS 1.75 ALL HYDRAULIC CRANES (100 TON CAPACITY AND OVER) GROUP 1 RATE PLUS 1.75 ALL HYDRAULIC CRANES (80 TON CAPACITY TO 99 TON CAPACITY) GROUP 1 RATE PLUS 1.25 ALL HYDRAULIC CRANES (65 TON CAPACITY TO 79 TON CAPACITY) GROUP 1 RATE PLUS 1.10 FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY PROVIDED THE EMPLOYEE HAS WORKED FIVE CONSECUTIVE WORKING DAYS BEFORE AND THE WORKING DAY AFTER THE HOLIDAY.....$ 30.68 23.80

POWER EQUIPMENT OPERATOR GROUP 2 (BUILDING) ""A"" FRAME TRUCK, BLACKTOP PLANT (NON AUTOMATIC), ALL BACK DUMPS, BORING MACHINE, BULLDOZER, CAGEHOIST, CARRY-ALL SCRAPER, CENTRAL MIX PLANT (NON AUTOMATED), CHERRY PICKER 15 TONS AND UNDER), COMPRESSOR (500 C.F. AND OVER), CONCRETE PAVER (SINGLE DRUM OVER 16S), CONCRETE PUMP, CORE BORING MACHINE, DRILL RIGS (TRACTOR MOUNTED), ELEVATOR (AS A MATERIAL HOIST), FORK LIFT (ALL OTHERS), FRONT END LOADER (UNDER 4 C.Y.), GUNITE MACHINE, HIGH PRESSURE BOILDER 15 LBS & OVER), HOIST (ONE DRUM), HYDRAULIC BREAKING HAMMER (DROP HAMMER), KOLMAN PLANT LOADER (SCREENING GRAVEL), MAINTENANCE GREASE MAN, MIXER FOR STABILIZED BASE (SELF PROPELLED SEAMAN MIXER), MONORAIL MACHINE, PARAPET CONCRETE OR PAVEMENT GRINDER, POST HOLE DIGGER (TRUCK OR TRACTOR MOUNTED), POWER SWEEPER (WAYNE OR SIMILAR), PUMP (4"" AND OVER, PUMP-CRETE OR SQEEZE-CRETE, ROAD WIDENER (FRONT END OF GRADER OR SELF PROP.), ROLLER, SELF CONTAINED HYDRAULIC BENCH DRILL, SHELL WINDER (MOTORIZED), SNORKEL (OVERHEAD ARMS), SNOWBLOWER CONTROL MAN, TRENCHING MACHINE (DIGGING CAPACITY OF 4 FT OR LESS), TUGGER HOIST, VIBROTAMP, WELL DRILL, WELL POINT SYSTEM, WINCH (MOTOR DRIVER),WINCH CAT, WINCH TRUCK (SUBMERSIBLE PUMPS WHEN USED IN LIEU OF WELL POINT SYSTEM (LEWIS AND ST LAWRENCE COUNTIES) PREMIUMS: HAZMAT WORK 2.50 QUAD 9 BULLDOZER OR MULTIBOWL SCRAPER .50 CRANE PREMIUMS (ADD TO GROUP 1 RATE): ALL LATTICE BOOM CRANES (65 TON CAPACITY AND OVER) GROUP 1 RATE PLUS 1.75 ALL HYDRAULIC CRANES (100 TON CAPACITY AND OVER) GROUP 1 RATE PLUS 1.75 ALL HYDRAULIC CRANES (80 TON CAPACITY TO 99 TON CAPACITY) GROUP 1 RATE PLUS 1.25 ALL HYDRAULIC CRANES (65 TON CAPACITY TO 79 TON CAPACITY) GROUP 1 RATE PLUS 1.10 FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY PROVIDED THE EMPLOYEE HAS WORKED FIVE CONSECUTIVE WORKING DAYS BEFORE AND THE WORKING DAY

AFTER THE HOLIDAY.....$ 34.78 23.80 POWER EQUIPMENT OPERATOR GROUP 1 (BUILDING).....$ 36.84 23.80 ----------

ENGI0158-020 07/01/2025

Rates Fringes

POWER EQUIPMENT OPERATORS: GROUP 7 MASTER MECHANIC FOOTNOTE: A. NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY PROVIDED THE EMPLOYEE HAS WORKED THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY.....$ 57.20 33.40 POWER EQUIPMENT OPERATORS: GROUP 6 CRANES 49 TONS AND BELOW FOOTNOTE: A. NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY PROVIDED THE EMPLOYEE HAS WORKED THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY.....$ 58.85 33.40

POWER EQUIPMENT OPERATORS: GROUP 5 CRANES 50 TONS AND OVER FOOTNOTE: A. NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY PROVIDED THE EMPLOYEE HAS WORKED THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY.....$ 60.35 33.40

POWER EQUIPMENT OPERATORS: GROUP 4 TOWER CRANES FOOTNOTE: A. NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY PROVIDED THE EMPLOYEE HAS WORKED THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY.....$ 65.51 33.40

POWER EQUIPMENT OPERATORS: GROUP 3.....$ 51.69 33.40

POWER EQUIPMENT OPERATORS: GROUP 2 ASPHALT PAVER, BACKHOE (TRACTOR MOUNTED, RUBBER TIRED), BITUMINOUS RECYCLER MACHINE, BITUMINOUS SPREADER AND MIXER, BLACKTOP PLANT (NONAUTOMATED), BLAST OR ROTARY DRILL (TRUCK OR TRACTOR MOUNTED), BORING MACHINE, CAGE HOIST, CENTRAL MIX PLANT (NONAUTOMATED) AND ALL CONCRETE BATCHING PLANTS, CHERRY PICKER (5 TONS CAPACITY AND UNDER), CONCRETE PAVER (OVER 16S), CRAWLER DRILL, SELF-CONTAINED, CRUSHER, DIESEL POWER UNIT, DRILL RIGS, TRACTOR MOUNTED, FRONT END LOADER (UNDER 4 CU. YD.), GREASEMAN/LUBRICATION ENGINEER, HIPRESSURE BOILER (15 LBS. AND OVER), HOIST (ONE DRUM), HYDRO-AXE, KOLMAN PLANT LOADER AND SIMILAR TYPE LOADERS, L.C.M. WORK BOAT OPERATOR, LOCOMOTIVE MIXER (FOR STABILIZED BASE SELFPROPELLED), MONORAIL MACHINE, PLANT ENGINEER, PROFILER (105 H.P. AND UNDER), GRINDER, POST HOLE DIGGER AND POST DRIVER, POWER BROOM (TOWED), POWER HEATERMAN, POWER SWEEPER, REVINIUS WIDENER, ROLLER (GRADE AND FILL), SCARIFIER, RIDE-ON, SHELL WINDER, SKID STEER LOADER (BOBCAT OR SIMILAR), SPAN-SAW, RIDE-ON, STEAM CLEANER, PUG MILL, PUMP CRETE READY MIX CONCRETE PLANT REFRIGERATION EQUIPMENT (FOR SOIL STABILIZATION) ROAD WIDENER, ROLLER (ALL ABOVE SUBGRADE), SEA MULE, SELF-CONTAINED RIDE-

ON ROCK DRILL, EXCLUDING AIR-TRACK TYPE DRILL, SKIDDER, TRACTOR WITH DOZER AND/OR PUSHER, TRENCHER. TUGGER HOIST, VERMEER SAW (RIDE ON, ANY SIZE OR TYPE), WINCH, WINCH CAT FOOTNOTE: A. NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY PROVIDED THE EMPLOYEE HAS WORKED THE WORKING DAY BEFORE AND THEWORKING DAY AFTER THE HOLIDAY.....$ 54.97 33.40

POWER EQUIPMENT OPERATORS: GROUP 1 ASPHALT CURB MACHINE, SELF PROPELLED, SLIPFORM, AUTOMATED CONCRETE SPREADER (CMI TYPE), AUTOMATIC FINE GRADER, BACKHOE (EXCEPT TRACTOR MOUNTED, RUBBER TIRED), BACKHOE EXCAVATOR FULL SWING (CAT 212 OR SIMILAR TYPE), BACK FILLING MACHINE, BELT PLACER (CMI TYPE), BLACKTOP PLANT (AUTOMATED), BOOM TRUCK , CABLEWAY, CAISSON AUGER, CENTRAL MIX CONCRETE PLANT (AUTOMATED), CONCRETE CURB MACHINE, SELF PROPELLED, SLIPFORM, CONCRETE PUMP, CRANE, CHERRY PICKER, DERRICKS (STEEL ERECTION), DRAGLINE, OVERHEAD CRANE (GANTRY OR STRADDLE TYPE), PILE DRIVER, TRUCK CRANE, DIRECTIONAL DRILLING MACHINE, DREDGE, DUAL DRUM PAVER, EXCAVATOR (ALL PURPOSE HYDRAULICALLY OPERATED) (GRADALL OR SIMILAR), FRONT END LOADER (4 CU. YD. AND OVER), HEAD TOWER (SAUERMAN OR EQUAL), HOIST (TWO OR THREE DRUM), HOLLAND LOADER, MAINTENANCE ENGINEER, MINE HOIST, MUCKING MACHINE OR MOLE PAVEMENT BREAKER(SP) WERTGEN; PB-4 AND SIMILAR TYPE, POWER GRADER, PROFILER (OVER 105 H.P.) QUAD 9, QUARRY MASTER (OR EQUIVALENT), SCRAPER, FIREMAN, FORK LIFT, FORM TAMPER, GROUT PUMP, GUNITE MACHINE, HAMMERS (HYDRAULIC SELF-PROPELLED), HYDRA-SPIKER, RIDE-ON, HYDRAULIC PUMP (JACKING SYSTEM), HYDRO-BLASTER (WATER), MULCHING MACHINE, OILER, PARAPET CONCRETE OR PAVEMENT, SHOVEL, SIDE BOOM, SLIP FORM PAVER, TRACTOR DRAWN, BELTTYPE LOADER, TRUCK OR TRAILER MOUNTED LOG , CHIPPER (SELF FEEDER), TUG OPERATOR (MANNED RENTED EQUIPMENT EXCLUDED), TUNNEL SHOVEL FOOTNOTE: A. NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY PROVIDED THE EMPLOYEE HAS WORKED THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY.....$ 55.85 33.40

IRON0060-003 07/01/2025

Rates Fringes

IRONWORKER, STRUCTURAL, ORNAMENTAL, REINFORCING PRECAST CONCRETE ERECTOR, MACHINERY MOVER & RIGGER, FENCE ERECTOR, STONE DERRICKMAN, WELDER, SHEETER, SHEETER BUCKER-UP (JEFFERSON COUNTY (TOWNSHIPS OF ADAMS, ALEXANDRIA, BROWNSVILLE, CAPE VINCENT, CLAYTON, ELLISBURG, HENDERSON, HOUSFIELD, LE RAY, LORRAINE, LYME, ORLEANS, PAMELIA, RODMAN, RUTLAND, THERESA, WATERTOWN AND WORTH)).....$ 37.16 30.68

IRON0440-005 07/01/2025

Rates Fringes

IRONWORKER, STRUCTURAL, ORNAMENTAL, RODMAN, MACHINERY MOVERS & RIGGER, FENCE ERECTOR, REINFORCING, STONE DERRICKMAN (LEWIS AND ST. LAWRENCE COUNTIES BUILDING/HEAVY/HIGHWAY CONSTRUCTION).....$ 35.50 31.39 ----------

LABO1822-004 07/01/2023

Rates Fringes

LABORERS: HEAVY & HIGHWAY GROUP 5.....$ 34.27 27.80

LABORERS: HEAVY & HIGHWAY GROUP 4.....$ 31.67 27.80

LABORERS: HEAVY & HIGHWAY GROUP 3.....$ 31.47 27.80

LABORERS: HEAVY & HIGHWAY GROUP 2.....$ 31.27 27.80

LABORERS: HEAVY & HIGHWAY GROUP 1.....$ 31.27 27.80

PAIN0004-022 05/01/2023

Rates Fringes

PAINTER, BRIDGE BRIDGES (HEAVY & HIGHWAY CONSTRUCTION).....$ 42.06 30.59

PAINTER: SPRAY/SANDBLASTING/STRUCTURAL STEEL (BUILDING CONSTRUCTION) LEWIS COUNTY (TOWNSHIPS OF HIGH MARKET, LEWIS, LEYDEN, LYONSDALE, OSCEOLA, TURIN AND WEST TURIN).....$ 27.77 26.23

PAINTER: BRUSH & ROLL, DRYWALL TAPING/FINISHING (BUILDING CONSTRUCTION) LEWIS COUNTY (TOWNSHIPS OF HIGH MARKET, LEWIS, LEYDEN, LYONSDALE, OSCEOLA, TURIN AND WEST TURIN).....$ 27.27 26.23

PAIN0004-022 05/01/2024

Rates Fringes

PAINTER, BRIDGE BRIDGES (HEAVY & HIGHWAY CONSTRUCTION).....$ 42.06 30.59

PAINTER: SPRAY/SANDBLASTING/STRUCTURAL STEEL (BUILDING CONSTRUCTION) LEWIS COUNTY (TOWNSHIPS OF HIGH MARKET, LEWIS, LEYDEN, LYONSDALE, OSCEOLA, TURIN AND WEST TURIN).....$ 27.77 26.23

PAINTER: BRUSH & ROLL, DRYWALL TAPING/FINISHING (BUILDING CONSTRUCTION) LEWIS COUNTY (TOWNSHIPS OF HIGH MARKET, LEWIS, LEYDEN, LYONSDALE, OSCEOLA, TURIN AND WEST TURIN).....$ 27.27 26.23

PAIN0004-026 05/01/2023

Rates Fringes

PAINTERS: BRIDGE (JEFFERSON COUNTY; LEWIS COUNTY (TOWNSHIPS OF DIANA, CROGHAN, NEW BREMEN, WATSON, GREIG, MARTINSBURG, LWVILLE, DENMARK, HARRISBURG, MONTAGUE AND PINCKNEY); ST. LAWRENCE COUNTY).....$ 42.06 30.59

PAIN0677-001 05/01/2025

Rates Fringes

GLAZIER.....$ 31.05 31.55

PLUM0073-003 05/01/2019

Rates Fringes

PLUMBER AND STEAMFITTER (JEFFERSON, LEWIS (TWPS OF DIANA, CROGHAN, NEW BREMEN, WATSON, GREIG, MARTINSBURG, LEWISVILLE, DENMARK, HARRISBURG, MONTAGUE, PINKNEY, HIGHMARKET, OSCELLIA, AND TURIN) AND ST. LAWRENCE COUNTIES).....$ 31.43 23.61 ----------

PLUM0112-004 05/01/2025

Rates Fringes

PLUMBER, INCLUDING STEAMFIITTING (LEWIS COUNTY TOWNSHIPS OF LEWIS, LEYDEN, LYONSDALE, WEST TURIN)..$ 45.93 33.77 ----------

ROOF0195-001 07/01/2025

Rates Fringes

ROOFER.....$ 35.80 25.99

SFNY0669-001 01/01/2026

Rates Fringes

SPRINKLER FITTER.....$ 47.85 28.94

SHEE0058-004 05/01/2025

Rates Fringes

SHEET METAL WORKER: PROJECTS OVER $10 MILLION (LEWIS AND ST. LAWRENCE COUNTIES).....$ 46.29 23.31

SHEET METAL WORKER: INCL. HVAC DUCT (LEWIS AND ST. LAWRENCE COUNTIES).....$ 36.29 23.31 ---

TEAM0687-001 07/01/2025

Rates Fringes

TRUCK DRIVERS: GROUP 2 (HEAVY & HIGHWAY) SPECIAL EARTH MOVING QUIPMENT (EUCLID TYPE), OR SIMILAR OFF HIGHWAY EQUIPMENT, WHERE NOT SELF LOADED, STRADDLE (ROSS) CARRIER, AND SELF CONTAINED CONCRETE MOBILE UNIT, OFF HIGHWAY TANDEM BACK DUMP, TWIN ENGINE EQUIPMENT AND DOUBLE HITCHED EQUIPMENT WHERE NOT SELF LOADED FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY.....$ 35.03 27.02

TRUCK DRIVERS: GROUP 1 (HEAVY & HIGHWAY) PICK-UPS, PANEL TRUCKS, FLATBOY MATERIAL TRUCKS (STRAIT JOBS), SINGLE AXLE DUMP TRUCKS, DUMPSTERS, GREASERS, TRUCK TIREMEN,, PARTS CHASER, TANDEMS AND BATCH TRUCKS, MECHANICS, SEMI TRAILER, LOWBOY TRUCKS, ASPHALT DISTRIBUTOR TRUCKS AND AGITATOR, MIXER TRUCKS AND DUMPCRETE TYPE VEHICLES, TRUCK MECHANIC, FUEL TRUCK AND BUS FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY.....$ 34.81 27.02 ---

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"

*** END OF NARRATIVE ***

Overall Contract Inspection/Acceptance Locations

Overall Contract Delivery Period

Section 01 00 00 - General Requirements

Requirements

This will be a Design-Build (DB) construction project for the construction of five (5) new water wells. This will include well houses, SCATA systems/controls, site work and grading, utilities, and storm water management features. The project also includes approximately 5 miles of waterline, comms, duct bank, overhead powerlines, and other related work at Fort Drum.