SOLICITATION,OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NUMBER 191BWC26R0005	2. TYPE OF SOLICITATION ☐ SEALED BID *(IFB)* ☐ INVITATION TO BID ☐ NEGOTIATED *(RFP)* X REQUEST FOR PROPOSAL	3. DATE ISSUED 06/01/2026	PAGE 1 OF PAGES 61

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER FY264221003	6. PROJECT NUMBER Retamal Dam

7. ISSUED BY CODE IBWC_

International Boundary and Water Commission (IBWC)
USIBWC - ACQUISITIONS DIV
4191 NORTH MESA ST
EL PASO, TX 79902-1441

8. ADDRESS OFFER TO

International Boundary and Water Commission (IBWC)
USIBWC - ACQUISITIONS DIV
4191 NORTH MESA ST
EL PASO, TX 79902-1441

9. FOR INFORMATION CALL:	a. NAME Adrian I Knights	b. TELEPHONE NO. *(Include area code)(NO COLLECT CALLS)* (915)832-4723	c. EMAIL knightsai@state.gov

SOLICITATION

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

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying number, date)*

The Contractor shall furnish all labor, material, and equipment necessary to complete the Design-Build of Retamal Dam Emergency Generator and Building. In accordance with FAR Provision 52.236-27 Alt 1, Site Visit (Construction FEB 1995) - Alternate 1 (FEB 1995), a site visit shall be held at 1030 am CST on 30 June 2026 at USIBWC Mercedes Field Office, 325 Golf Course Road, Mercedes, TX 78570. All request for information must be submitted in writing (Microsoft Word documents only) no later than 2:00 pm MST on 7 July 2026. Questions should be sent to adrian.knights@ibwc.gov. In accordance with FAR Part 36.204 Disclosure of the Magnitude of Construction Projects the estimated magnitude of this project is between $5,000,000 and $10,000,000. The applicable NAICS Code is 236220, Commercial and Institutional Building Construction with a small business size standard of $45 million. Offerors shall submit their proposals in accordance with the information referenced in Subsection L.01, Proposal Instructions for Both Phases

11. The Contractor shall begin performance within 90 calendar days and complete it within 425 calendar days after receiving
☐ award, X notice to proceed. This performance period is X mandatory ☐ negotiable. ***(See _____.)***

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

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in item 8 by _____ ***(hour)*** local time _____ (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 X 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 180 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

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OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*	15. TELEPHONE NUMBER *(Include area code)*
CONTACT:	16. REMITTANCE ADDRESS *(Include only if different than Item 14.)*
CODE FACILITY CODE	

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 ☐ 10 U.S.C. 3204(a) ( ) ☐ 41 U.S.C. 3304(a) ( )
26. ADMINISTERED BY International Boundary and Water Commission (IBWC) USIBWC - ACQUISITIONS DIV 4191 NORTH MESA ST EL PASO, TX 79902-1441	IBWC_	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)* Philip Johnson
30b. SIGNATURE / 30c. DATE	31b. UNITED STATES OF AMERICA / 31c. DATE 07/03/2026

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Section B - Supplies or Services and Prices/Costs

Line Item Summary	Solicitation Number: 191BWC26R0005	Contract Number:	Title: Retamal Dam Emergency Generator and Building		Date of Solicitation: 06/01/2026

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
001	PSC: Y1JZ PSC Description: CONSTRUCTION OF MISCELLANEOUS BUILDINGS Type of Contract Pricing: Firm Fixed Price	1.0	EA	$0.00	$0.00

Delivery Schedule:

Delivery Number	Delivery Date	Quantity	FOB Point
1	05/08/2026	1.000000	Destination

Description: Design

Reference Line: FY264221003 - 001

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
002	PSC: Y1JZ PSC Description: CONSTRUCTION OF MISCELLANEOUS BUILDINGS Type of Contract Pricing: Firm Fixed Price	1.0	EA	$0.00	$0.00

Delivery Schedule:

Delivery Number	Delivery Date	Quantity	FOB Point
1	05/08/2026	1.000000	Destination

Description: Construction-Labor, Equipment and Material

Reference Line: FY264221003 - 002

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
003	PSC: Y1JZ PSC Description: CONSTRUCTION OF MISCELLANEOUS BUILDINGS Type of Contract Pricing: Firm Fixed Price	1.0	EA	$0.00	$0.00

Delivery Schedule:

Delivery Number	Delivery Date	Quantity	FOB Point
1	05/08/2026	1.000000	Destination

Description: Closeout, Drawing Record, and O M Manuals

Reference Line: FY264221003 - 003

Invoices to be uploaded to Invoice Processing Platform at http://www.ipp.gov

	CLIN Funding:	Cost:
Base Totals:	$0.00	$0.00
Exercised Options Totals:	$0.00	$0.00
Unexercised Options Totals:	$0.00	$0.00
Base and Options Totals:	$0.00	$0.00

Section C - Descriptions/Specifications/Statement of Work

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C.01 - Descriptions/Specifications/Statement of Work

The Specifications for this solicitation 191BWC26R00005 are referenced in Section J and included as attachments to this document.

C.02 - Description of Work Location

1. The site access shall be coordinated with COR Heriberto Cantu. The working hours of the USIBWC facility are 7:00 am to 3:30 pm, Monday through Friday. The Contractor and any subcontractors shall only work on site during these proposed hours. USIBWC facilities, including the dam, are closed during all Federal Holidays. Workers must pass through USIBWC levees to access Retamal Dam. Border Patrol are present in the area. Contractor and subcontractor shall have identifying vehicular when working in the area. US Fish and Wildlife own land adjacent to Retamal Dam. Contractor shall stay clear of US Fish and Wildlife Property.
2. City: Mercedes
3. County: Hidalgo
4. State: Texas
5. Latitude : 26 03'4.684"N
6. Longitude: 98 02'5.811"W

Section D - Packaging and Marking

D.02 - Marking

All information submitted to the CO or the COR shall be clearly marked to show the Name of the Contractor and the Contract Number.

Section E - Inspection and Acceptance

Clause	Title	Fill-ins
52.246-12	Inspection of Construction (Aug 1996)	

Section F - Deliveries or Performance

Clause	Title	Fill-ins
52.211-13	Time Extensions (Sept 2000)	
52.242-14	Suspension of Work (Apr 1984)	

52.211-10 - Commencement, Prosecution, and Completion of Work (Apr 1984)

The Contractor shall be required to (a) commence work under this contract within 10 [*Contracting Officer insert number*] calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than four hundred and eight five (485) calendar days. All closeout documents and final paperowrk shall be provided within one hundred and twenty (120) calendar days.* The time stated for completion shall include final cleanup of the premises.

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

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(End of clause)

52.211-12 - 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 $1,349.49 daily for construction and $403.64 for closeout [*Contracting Officer insert amount*] for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

Section G - Contract Administration Data

IBWC 242-70 - Designation of Contracting Officer

The Contracting Officer for this contract is:
Name: Philip Johnson
Address: 4191 N Mesa St El Paso TX 79902

(end of clause)

IBWC 242-71 - Contractor's Officer Representative

The Contracting Officer shall designate a technical representative to act for the contracting Officer during the contract period. The Contracting Officer's Representative (COR) will act for the Contracting Officer only in technical matters and will not be authorized to commit the Government on any contract terms, conditions, or changes in unit price, total contract price, quantity, or quality, or delivery schedule. Any changes to the contract in unit price, total contract price, quantity, quality, or delivery schedule will be made only by the Contracting Officer by executed modification to the contract. The Contracting Officer's Representative will be located at the .
The Contracting Officer's Representative will be appointed in writing after contract award.
(end of clause)

IBWC 242-73 - Contractor's Payment Personnel

Offerors are requested to designate the person who may be contacted for bank account and-or payment information.

IBWC 242-74 - Contracting Officer

"Contracting Officer" means a person with the authority to enter into, administer, and-or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer within the limits of their authority as delegated by the Contracting Officer.
(end of clause)

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INV-IPP - ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS AND INSTRUCTIONS TO IMPLEMENT USAGE OF THE INVOICE PROCESSING PLATFORM (IPP).

(a) *Definitions.* As used in these instructions

(1)"Payment request" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Payment clause included in this contract.

(b) Except as provided in paragraph (c) of these instructions, the Contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP) at www.ipp.gov. Information regarding IPP is available on the Internet at www.ipp.gov. Assistance with the IPP application can be obtained by contacting the IPP Production Helpdesk via email IPPCustomerSupport@fiscal.treasury.gov or phone (866)973-3131. The Contractor shall ensure that its supporting documentation conforms to IPP requirements. IPP accommodates up to **25 supporting attachments per invoice**, individual attachment file size may not exceed **ten megabytes (10mb)**. If the Contractor assesses that their supporting documentation will not reasonably conform to IPP requirements, the Contractor shall contact the Contracting Officer to explore possible alternatives. In addition, the IPP only allows certain characters to be used as the invoice number. The invoice number shall conform to the IPP convention and the attachments (if used) shall match exactly the invoice number allowed. The allowed characters in the IPP are "abcdefghijklmnopqrstuvwxyzABCDEFGHIJKLMNOPQRSTUVWXYZ0123456789-_"

(c) If the Contractor wishes to be paid via a foreign bank account, the contractor must properly fill out form GFS-FO-CLM-089 and attach it to each invoice in the IPP where payment to a foreign bank account is requested. The form can obtained by e-mailing CGFSIPPITSForm@state.gov.

(d) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing.

(e) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

[End of instructions]

G.01 - USIBWC's Small Business Subcontracting Plan Goals

Small Business: At least 23% of contract dollars must go to small businesses.
Women-Owned Small Businesses: 5% of contract dollars
Socially Disadvantaged Small Businesses: 5% of contract dollars
Service-Disabled Veteran-Owned Small Businesses: 3% of contract dollars
HUBZone Small Businesses: 3% of contract dollars

G.05 - Notification of Government Delays

In the event the contractor encouters difficulty in meeting performance requirements, or anticipates difficulty in compying with the contract delivery schedule or dates, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the COR in writing, giving pertinent details.

NOTE: This data shall not be construed as a waiver by the Government of any delivery schedule or dates or of any rights or remedies provided by law or under this Contract.

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Section H - Special Contract Requirements

IBWC.01 - Performance and Payment Bonds (DEC 2015)

H.01.A. For contracts that exceed $150,000.00 the Contractor shall, within 10 calendar days after award of contract, furnish to the Government bonds as follows:
H.01.A.1. **SF 25, Performance Bond.** Performance bond with a surety or sureties approved by the Contracting Officer, securing performance and fulfillment of the Contractor's obligations under this contract, with a penal amount of not less than 100% of the price of the contract at the time of award.
H.01.A.2. **SF 25A, Payment Bond.** Payment bond with a surety or sureties approved by the Contracting Officer, assuring payment as required by law to all persons supplying labor or materials in the prosecution of the work provided for in the contract with a penal amount of not less than 100% of the price of the contract at the time of award.

H.01.B. ***Costs.*** All costs of furnishing performance and payment bonds shall be included in the total bid in the schedule.

H.01.C. ***Requirements for execution of surety bonds.*** Each surety company bond (performance or payment), that purports to have been executed by an agent or attorney in fact for the corporate surety, is required to have submitted with it a power of attorney to the signatory agency or attorney in fact, and (1) be executed by the corporate surety upon a date reasonably proximate to the date of the bond, or (2) the power of attorney shall be accompanied by a certification of the surety to the effect that the power of attorney was in full force and effect upon a date reasonable proximate to the date of the bond.

H.01.D. ***Individual Sureties.***
H.01.D.1. If individual surety bonds are furnished for payment and performance bonds, the individual sureties must submit with their bonds proof of ownership and value of the assets which they claim in their net worth. The Government's preferred method of proof is to have a statement of net worth prepared by a certified public accountant in accordance with generally accepted accounting principles. The statement of net worth on the SF 28, Affidavit of Individual Surety is not in itself sufficient and will not be accepted absent of additional proof of value and ownership.
H.01.D.2. Bidders are also cautioned that individual sureties must provide complete and detailed information in block 10 of the SF 28 concerning other contracts on which they have provided bonds. This information should include contract number, contract location, amount and type of bond, email address, and telephone number of the involved contracting officer.
H.01.D.3. Failure to provide the proof and information requested above will cause delays to the start of construction for which the contractor must bear the responsibility and may result in termination of contract for failure to provide adequate bonds.
[End of Clause]

IBWC.02 - Compensation and Liability Insurance (DEC 2015)

H.02.A. The Contractor shall within ten (10) calendar days after award of contract provide and maintain minimum insurance as follows:

H.02.A.1. **General Liability Insurance.** General Liability Insurance for bodily injury and property damage with minimum limits $500,000 each occurrence with an aggregate of $1,000,000.

H.02.A.2. **Automobile Liability.** Automobile Liability for bodily injury and property damage with minimum of $250,000 for injury to or death of any one (1) person, $500,000 each accident or occurrence for bodily injury, and $100,000 for each accident or occurrence for property damage liability.

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H.02.A.3. Worker's Compensation Insurance. Worker's Compensation Insurance for all labor employed on the project who may come within the protection of workers' compensation laws and Employers General Liability with minimum limits of $100,000 each accident, bodily injury by disease $100,000 each employee, $500,000 aggregate. In every case the insurance coverage shall amount to at least the limits stated above. However, where the Financial Responsibility Compulsory Insurance Law of the State in which the project is located requires higher limits, the Automobile Liability Insurance Policy shall provide coverage of at least those limits required by State law. The insurance obtained by the Contractor must (1) be effective for the term of the contract and (2) must name both the United States of America by and through the United States Section of the International Boundary and Water Commission as additionally insured. The requirement for naming the United States of America as an additional insured does not apply to Worker's Compensation Insurance. Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained.

H.02.B. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer. The Contractor's written certification shall be accompanied by either a Certificate issued by the insurer or photocopies of the insurance policies which reflect that the cancellation/change provisions of this contract have been met.

H.02.C. The Contractor shall insert the substance of this clause including this paragraph in subparagraphs under this contract and shall require subcontractors to provide and maintain the same limits. At least 5 days prior to each such subcontractor's personnel commencing work on this project, the Contractor shall furnish (or ensure that there has been furnished) to the Contracting Officer a current Certificate of Insurance meeting the requirements as stated above.
[End of Clause]

IBWC.03 - Builders Risk Insurance (DEC 2015)

H.03.A. The Contractor is responsible for losses suffered prior to Government acceptance of the work. Therefore, the Contractor is responsible for protection of the work and repair of damages. For the protection of the Contractor and the Government, the Contractor is required to obtain Builder's Risk Insurance with the maximum level of coverage available in the project locality and no less than 100% of the contract price.

H.03.B. The Contractor shall not commence work under this contract until he has obtained all the insurance required and such insurance has been approved by the Contracting Officer, nor shall the Contractor allow any subcontractor to commence work on their subcontract until the insurance required of the subcontractor has been so obtained and approved.

H.03.C. The Contractor shall procure within 10 calendar days after award of contract, and maintain during the life of this contract, Builder's Risk Insurance based on 100% of the completed value of the insurable portion of the project.

H.03.D. The Contractor shall furnish the Contracting Officer with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) calendar days written notice has been received by the Contracting Officer."

H.03.E. The insurance obtained by the Contractor must (1) be effective for the term of the contract and (2) must name the United States of America by and through the United States Section of the International Boundary and Water Commission as an additional insured.
[End of Clause]

IBWC.04 - Brand Name or Equal (DEC 2015)

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If items called for by this Solicitation have been identified in the specifications by a "Brand Name or Equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory (Reference Section I, FAR Clause 52.236-5 entitled Material and Workmanship). The determination as to equality of a product shall be the responsibility of the Government and will be based on information furnished during the submittal process (Reference Technical Specification Section 01.33.00-Submittals). As used in this clause, the term "brand name" includes identification of products by manufacturer, make, and/or model.
[End of Clause]

IBWC.05 - Technical Data Submittal Requirements (DEC 2015)

H.05.A. Technical data required to be provided to the government are described in the paragraph entitled "Submittal Requirements" in the Technical Specifications Section 01.33.00-Submittals.

H.05.B. If the Contractor fails to provide required technical data within the time(s) specified in this contract, or any extension, such failures shall be considered to demonstrate unsatisfactory progress and:
H.05.B.1. There shall be retained from the progress or other payments under this contract such amount(s) as the Contracting Officer considers adequate protection to the Government, therefore.
H.05.B.2. The Contractor and its sureties shall be liable to and assessed by the Government for all damages caused by such failure.
H.05.B.3. The Contractor's right to proceed with the work that has been delayed may be terminated for default.

H.05.C. In the event the Contractor provides submittals prior to Notice to Proceed, the Government may review the submittals prior to the Notice to Proceed. The Contractor shall not seek compensation for efforts spent on the preparation of submittal documents submitted prior to the Notice to Proceed.

H.05.D. The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

H.05.E. The Government may expedite the review of submittals. Expedite is defined as any review time less than the allotted time specified for the review of the submittal in Section 01.33.00. However, the Government reserves the right to require up to the amount of time specified in Section 01.33.00 for review of submittals or resubmittals.
[End of Clause]

IBWC.06 - Accident Prevention and Pre-Planning (DEC 2015)

H.06.A. With reference to the requirements of Contract Clause 52.236-13 (Alternate I) for an overall safety program, the Contractor shall:
H.06.A.1. Submit a detailed plan for performing each major phase of work.
H.06.A.2. Require Subcontractors to submit their plan of operations showing methods they propose to use in accomplishing major phases of work.
H.06.A.3. Be prepared to discuss the plans in conferences convened by the Contracting Officer or Contracting Officer's Representative prior to starting work on each major phase of work. Plans shall include all pertinent information, such as methods of providing safety measures for personnel performing required work. The plan for accomplishing work shall be submitted prior to commencing operations.
[End of Clause]

IBWC.07 - Construction Program (DEC 2015)

H.07.A. The Contractor shall submit a progress schedule of construction in accordance with the requirements set forth in the Technical Specifications Section 01.32.16-Construction Progress Schedule. The initial compliance confirmed progress schedule

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under Section 01.32.16 shall serve as a baseline for the project. The Contractor's progress schedule shall account for the assigned workday calendar, seasonal weather conditions, and other constraints considered in the planning and scheduling of all work to ensure the completion within the allotted contract time. The progress schedule shall be of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a progress schedule within the time prescribed, the Contracting Officer (CO) may withhold approval of progress payments until the Contractor submits the required progress schedule. Until such time as the submitted progress schedule is compliance confirmed as the official schedule of the project, the CO may withhold approval of progress payments.

H.07.B. If, in the opinion of the CO, the Contractor falls behind the compliance confirmed progress schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the CO, without additional cost to the Government. In this circumstance, the CO may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the CO deems necessary to demonstrate how the approved rate of progress will be regained.

H.07.C. Failure of the Contractor to comply with the requirements of the CO under this clause shall be grounds for a determination by the CO that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the CO may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.
[End of Clause]

IBWC.08 - Construction Safety Standards (DEC 2015)

H.08.A. Offerors shall obtain and review the current Construction Industry "OSHA Safety and Health Standards (29 CFR 1926)" and the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, dated March 15, 2024 (see Specification Section 01.35.23-Safety), prior to submitting offers and preparing required safety program. Offerors shall utilize these standards in preparing required safety programs.

H.08.B. The Contractor shall comply with all pertinent provisions of the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, dated March 15, 2024. This manual is available from: www.publications.usace.army.mil/Portals/76/EM%20385-1-1%20_EFFECTIVE%2015March2024.pdf.

H.08.C. In the event there is a conflict between the requirements contained in OSHA Safety and Health Standards (29 CFR 1926), U.S. Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1), specifications paragraphs, Contractor's approved safety program, or referenced safety and health standards, the more stringent requirement will prevail.
[End of Clause]

IBWC.09 - Cultural Resources (DEC 2015)

H.09.A. In accordance with the National Historic Preservation Act of 1966 (16 U.S.C. 470), the following procedures are implemented to ensure historic preservation and fair compensation to the Contractor for delays attendant to cultural resources investigations. In the event potential historical, architectural, archaeological, or cultural resources (herein after cultural resources) are discovered during subsurface excavations at the site of construction, the following procedures shall be instituted:
H.09.A.1. The Contractor shall immediately cease work in that area, secure the location from further disturbance and possible vandalism, and immediately notify the Contracting Officer and the Contracting Officer's Representative.
H.09.A.2. The Contracting Officer shall issue a "Suspension of Work" directing the Contractor to cease all construction operations at the location of such potential cultural resources find.

H.09.A.3. Such "Suspension of Work" shall be effective until such time as a qualified archaeologist can be called to assess the value of these potential cultural resources and make recommendations to the State Historical Preservation Officer. Any "Suspension of Work" shall contain the following:
H.09.A.3.a. A clear description of the work to be suspended;
H.09.A.3.b. Any instructions regarding issuance of further orders by the Contractor for material services;
H.09.A.3.c. Guidance as to action to be taken on subcontracts;
H.09.A.3.d. Any suggestions to the Contractor as to minimization of costs;
H.09.A.3.e. Estimated duration of the temporary suspension.

H.09.B. If the archaeologist determines that the potential find is a bona fide cultural resource, at the direction of the State Historical Preservation Officer, the Contracting Officer shall extend the duration of the "Suspension of Work" in writing, and the Contractor shall suspend work at the location of the find. Equitable adjustment of the construction contract shall be made in the following manner:
H.09.B.1. **Time Extension.** If the work temporarily suspended is on the "critical path," the total number of days for which the suspension is in effect shall be added to the number of allowable contract days. If a portion of work at the time of such suspension is not on the "critical path," but subsequently becomes work on the critical path, the allowable contract time will be computed from the date such work is classified as on the critical path.
H.09.B.2. **Additional Compensation.** If, as a result of a suspension of the work, the Contractor sustains a loss which could not have been avoided by judicious handling of forces, equipment, and (plant) or redirection of forces or equipment to perform other work on the contract, there shall be paid to the Contractor an amount as determined by the Contracting Officer to be fair and reasonable compensation for the Contractor's actual loss in accordance with the following:
H.09.B.2.a. **Idle Time of Equipment.** Compensation for equipment idle time will be determined on a force account (time and materials) basis and shall include the cost of extra moving of equipment and rental loss.
H.09.B.2.b. **Idle Time of Labor.** Compensation for idle time of workers will be determined by the Contracting Officer as "Labor" less any actual productivity factor of this portion of the work force.
H.09.B.2.c. Increased Costs of Labor and Materials. Increased costs of labor and materials will be compensated only to the extent such increase was in fact caused by the suspension as determined by the Contracting Officer.

H.09.C. Compensation for actual loss due to idle time of either equipment or labor shall not include markup for profit. The hours for which compensation will be paid will be the actual normal working time during which such delay condition exists but will in no case exceed eight hours in any one day. The days for which compensation will be paid shall be full or partial calendar days, excluding Saturdays, Sundays, Federal and State holidays, during the existence of such delay.

H.09.D. ***Applicable State Historical Preservation Officer.*** The Texas Historical Commission is located at 1511 Colorado St., Austin, TX 78701. The Texas Historical Commission may be reached by email at thc@thc.state.tx.us, by telephone at (512) 463-6100, or by mail at: Mailing Address: PO Box 12276, Austin, TX 78711.
[End of Clause]

IBWC.10 - Contract Work Schedule (DEC 2015)

H.10.A. Normal working hours for the Contractor shall not be earlier than 6:00 am nor later than 5:30 pm, Monday through Friday, excluding Federal Holidays. If the Contractor wishes to work during periods other than that above or in excess of 40 hours per week, additional Government inspection forces will be required. The Contractor shall notify the Contracting Officer's Representative (COR) 3 business days in advance of their desire to work during other periods to allow the determination if additional inspection forces are reasonably available. If such forces are reasonably available, the Contracting Officer or COR may authorize the Contractor to perform work during periods other than normal duty hours/days or in excess of 40 hours per week; however, if additional inspection forces are required to perform in excess of their normal duty hours/days, the actual cost of the overtime inspection at overtime rates will be charged to the Contractor and will be deducted from the final payment of the Contract amount.

H.10.B. Consistent with Section 6103(a) of Title 5 of the United States Code the following are legal public holidays:
H.10.B.1. New Year's Day, January 1.
H.10.B.2. Birthday of Martin Luther King, Jr., the third Monday in January.

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H.10.B.3. Washington's Birthday, the third Monday in February.
H.10.B.4. Memorial Day, the last Monday in May.
H.10.B.5. Juneteenth National Independence Day, June 19.
H.10.B.6. Independence Day, July 4.
H.10.B.7. Labor Day, the first Monday in September.
H.10.B.8. Columbus Day, the second Monday in October.
H.10.B.9. Veterans Day, November 11.
H.10.B.10. Thanksgiving Day, the fourth Thursday in November.
H.10.B.11. Christmas Day, December 25.

H.10.C. A listing of Federal Holidays are available at the following link:
www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/
For Holidays that fall on a Saturday, for Federal employees, the preceding Friday will be treated as a holiday for pay and leave purposes (See 5 U.S.C. 6103(b)). For Holidays that fall on a Sunday, for Federal employees, the following Monday will be treated as a holiday for pay and leave purposes (See section 3(a) of Executive order 11582, February 11, 1971).

H.10.D. If the above holidays are a paid holiday and results in works hours in excess of 40 hours in any workweek, laborers and mechanics shall be paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours consistent with FAR Clause 52.222-4.
[End of Clause]

IBWC.11 - Utility and Telephone Services (DEC 2015)

The U.S. Section, International Boundary and Water Commission will not provide utility (water, internet, gas, and electricity) and telephone services to the Contractor. The Contractor shall, at their own expense and in a workmanlike manner satisfactory to the Contracting Officer, install and maintain all necessary temporary connections and distribution lines, and shall remove the same prior to final acceptance of the work by the Government.
[End of Clause]

IBWC.12 - Administration of Default (Fixed-Price Construction) (DEC 2015)

H.12.A. Notwithstanding Paragraph (b)(1)(xi) of Contract Clause 52.249-10, Default (Fixed-Price Construction), the Contractor shall not be excused for delays, and shall be liable for any excess costs for failure to perform, if the subcontracted or purchased supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule or other performance requirements.

H.12.B. Unusually severe weather, as used in Paragraph (b)(1) of Contract Clause 52.249-10, Default (Fixed-Price Construction), means adverse weather which at the time of the year in which it occurred, was unusual for the place in which it occurred. No matter how severe or destructive, if the weather is not unusual for the particular time and place, or if a Contractor could have reasonably foreseen it, the Contractor is not entitled to an extension in contract time. Climatological records are available for the Contractor's information online from the National Weather Service. The Government shall not be responsible for any interpretation or a conclusion drawn from the data or information by the Contractor.

H.12.C. Upon acknowledgment of the Notice to Proceed and continuing throughout the contract on a monthly basis, adverse weather will be recorded on a calendar day basis (including weekends and holidays). The COR will examine these records each month and determine whether the Contractor is entitled to a time extension.

H.12.D. Adverse weather must prevent work for 50% or more of the Contractor's work during any workday and delay work critical to the timely completion of the project.
[End of Clause]

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IBWC.13 - Time Extensions for Unusually Severe Weather (DEC 2015)

H.13.A. This provision specifies the procedures for the determination of time extensions for unusually severe weather in accordance with the Contract Clause, 52.249-10, Default (Fixed-Price Construction). The listing below defines the monthly anticipated adverse weather for the contract period and is based on NOAA or similar data for the geographical location of the project. The weather conditions for this contract is based upon the weather station at McAllen, TX COOP (415701) .

H.13.B. ***Monthly Anticipated Adverse Weather Calendar Days***

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2	1	1	0	0	0	4	4	2	0	0	2	16

H.13.B. Determination:

H.13.B.1. The above schedule of anticipated adverse weather will constitute the base line for monthly (or portion thereof) weather time evaluations. Upon acknowledgment of the Notice to Proceed and continuing throughout the contract on a monthly basis, actual adverse weather days will be recorded on a calendar day basis (including weekends and holidays) and compared to the monthly anticipated weather in Paragraph H.13.A. above. For purposes of Paragraph H.13.B., the term actual adverse weather days shall include days impacted by actual adverse weather days.

H.13.B.2. The number of actual adverse weather days shall be calculated chronologically from the first to the last day in each month. Once the number of actual adverse weather days anticipated in Paragraph H.13.A. above have been incurred, the Contracting Officer will examine any subsequently occurring adverse weather days to determine whether a Contractor is entitled to a time extension. These subsequently occurring adverse weather days must prevent work for 50% or more of the Contractor's workday and delay work critical to the timely completion of the project. These subsequently occurring adverse weather days must fall on a scheduled workday to count towards the entitled time extension. The Contracting Officer will convert any delays to meeting the above requirements to calendar days and issue a modification in accordance with the Contract Clause, 52.249-10, Default (Fixed-Price Construction).

H.13.B.3. The Contractor shall not request a modification to the contract to add the adverse weather delay days more frequently than every fourth month after the start of mobilization.

H.13.C. The Contractor's progress schedule must reflect the above anticipated adverse weather delays on all weather dependent activities.
[End of Clause]

IBWC.14 - Change Orders and Contract Modifications: Limitations on Markups (DEC 2015)

H.14.A. In the event the Government elects to direct a change order or enter into a contract modification that increases the scope of work during the course of performance of this contract, allowances for overhead and fee of higher tier subcontractors and the prime contractor shall be subject to the limitations below.

H.14.B. ***Changes and Modifications up to $150,000.00 (Exclusive of Markups)……..***

H.14.B.1. No subcontractor, vendor or material man, at any level, shall apply markups in excess of 10% overhead and 10% profit on additional contract scope, added by change order or modification, in which all, or substantially all, of the physical work is performed by a lower tier subcontractor subject to the restrictions described below.

H.14.B.2. In the event that the physical work arising out of a change order is performed by a subcontractor or vendor that is two or more levels below the general contractor, the sum of all markups for overhead and profit for all subcontractors (regardless of the number of tiers of subcontractors), and the general contractor may not exceed 5% of the price, or adjustment in price, to the lower tier subcontract under which the physical work was performed. For example, if, as a result of a change order, the contract price of a fifth tier subcontractor is increased by $150,000.00, and the work

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performed by this fifth tier subcontractor constitutes all or substantially all of the work contemplated by this modification or change order, the resulting increase in the price of the prime contract shall not exceed $157,500.00 ($150,000.00 x 1.05).

H.14.B.3. Overhead and fee percentages, for the purposes of this provision, shall include insurance (excluding bonds), field and office supervisors and staff (including clerical), home office overhead, field overhead, security, use of small tools, and incidental job site burdens (including office equipment, trailer rental, utilities).

H.14.B.4. Bond premium adjustments and state and local taxes arising out of changes and modifications directed by the Government shall be subject to a separate allowance independent of the overhead and fee limitations described above.

H.14.B.5. The fee and overhead limitations described above shall not apply to self performed work by any contractor at any level.

H.14.B.6. In the event that a modification or change order results in a credit(s) to the Government, the same fee and overhead restrictions shall be applied in calculating the reduction in contract price.

H.14.C. ***Changes and Modifications from $150,000.01 to $499,999.99 (Exclusive of Mark ups).*** Modify Paragraphs H.14.B.1. and H.14.B.2. above as follows:

H.14.C.1. No subcontractor or vendor, at any level, shall apply markups in excess of 2.0% overhead and 2.0% profit on additional contract scope, added by change order or modification, in which all, or substantially all, of the physical work is performed by a lower tier subcontractor subject to the restrictions in Paragraph H.14.B. above.

H.14.C.2. In the event that the physical work arising out of a change order is performed by a subcontractor or vendor that is two or more levels below the general contractor, the sum of all markups for overhead and profit for all subcontractors (regardless of the number of tiers of subcontractors), and the general contractor may not exceed 4% of the price, or adjustment in price, to the lower tier subcontract under which the physical work was performed.

H.14.C.2.a. For example, if, as a result of a change order, the contract price of a fifth tier subcontractor is increased by $200,000.00, and work performed by this fifth tier subcontractor constitutes all or substantially all of the work contemplated by this modification or change order, the resulting increase in the price of the prime contract shall not exceed $208,000.00 ($200,000.00 x 1.04).

H.14.D. ***Changes and Modifications Exceeding $500,000.00 (Exclusive of Mark ups).*** Modify Paragraphs H.14.B.1. and H.14.B.2. above as follows:

H.14.D.1. No subcontractor or vendor, at any level including the general contractor, shall apply markups in excess of 1.5% overhead and 1.5% profit on additional contract scope, added by change order or modification, in which all, or substantially all, of the physical work is performed by a lower tier subcontractor subject to the restrictions described below:

H.14.D.2. In the event that the physical work arising out of a change order is performed by a subcontractor or vendor that is two or more levels below the general contractor, the sum of all markups for overhead and profit for all subcontractors, regardless of how of the number of tiers of subcontractors, and the general contractor may not exceed 3% of the price, or adjustment in price, to the lower tier subcontract under which the physical work was performed. For example, if, as a result of a change order, the contract price of a second tier (i.e. two tiers below the general contractor) subcontractor is increased by $600,000.00, and work performed by this second tier subcontractor constitutes all or substantially all of the work contemplated by this modification or change order, the resulting increase in the price of the prime contract shall not exceed $618,000.00 ($600,000.00 x 1.03).

H.14.D.3. The 3% total markup limitation described in Paragraphs H.14.D.1. and H.14.D.2. above shall not apply if 60% or more of the cost of the physical work contemplated by a change order or modification is performed by a subcontractor or vendor that is three or more levels below the General Contractor. In this event, the total markup limitation shall not exceed 2%. The limitations on the markup of individual subcontractors, vendors or the general contractor described in Paragraph H.14.D.1. remains unchanged.

H.14.D.3.a. For example, if, as a result of a change order, the contract price of a fifth tier subcontractor is increased by $600,000.00, and work performed by this fifth tier subcontractor constitutes 60% or more of the work contemplated by this modification or change order, the resulting increase in the price of the prime contract shall not exceed $612,000.00 ($600,000.00 x 1.02).

H.14.E. ***Additional Clarification Regarding Multi-Part Changes***

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H.14.E.1. In the event that the physical work arising out of a change order or contract modification is performed by two or more firms, the value of the change for the purposes of this provision shall be based on the cumulative value of the physical work performed by all subcontractors and vendors.
H.14.E.1.a. For example, if as a result of a change order or contract modification, the fourth and fifth tier subcontractors perform work with a negotiated value of $95,000 and $65,000 respectively, the cumulative value of the change is $160,000.00.
H.14.E.2. Therefore, the change falls into the second category, $150,000.01 to $499,999.99, and the sum of all markups for overhead and profit may not exceed 4% and the resulting increase in the price of the prime contract shall not exceed $166,400 ($160,000 x 1.04).

H.14.F. ***Clarification of Contractor Levels***

NAME	DESCRIPTION	LEVEL TIER
Contractor or General Contractor	Top Level	Tier 1
Subcontractor 1	Subcontractor to Contractor	Tier 2
Subcontractor 2	Subcontractor to Subcontractor 1	Tier 3
Subcontractor 3	Subcontractor to Subcontractor 2	Tier 4
Subcontractor 4	Subcontractor to Subcontractor 3	Tier 5

[End of Clause]

IBWC.15 - Damage from the Elements - Diversion of Water (DEC 2015)

All damage and loss (whether caused by fire, flood, or any other casualty or happening) to work to be constructed or performed pursuant to the contract (whether or not covered by partial payments made by the Government) shall be at the risk of the Contractor until final acceptance of the work by the Government, and no such damage or loss shall relieve the Contractor of, or in any way affect, the obligations to complete and deliver the work in accordance with the contract requirements, irrespective of any insurance carried by the Contractor. The Contractor shall assume full responsibility and expenses for removing, protecting and returning to the work site, any and all equipment under their care which might be endangered by said fire, flood, or happening; also, for any interference or delay in operations which might be caused by such incident(s). Any re-excavation or re-filling made necessary by damage from floods, hurricanes, storms, or water of whatever source or quantity during the course of construction and until final acceptance by the Government, shall be performed by the Contractor at their expense.
[End of Clause]

IBWC.16 - Contract Closeout Procedures (DEC 2015)

H.16.A. The following are items required from the Contractor prior to Final Payment for Construction:
H.16.A.1. AIA G707 or equivalent to, Consent of Surety Company to Final Payment
H.16.A.2. AIA G706 or equivalent to, Contractor's Affidavit of Payment of Debts and Claims
H.16.A.3. AIA G706A or equivalent to, Contractor's Affidavit to Release of Liens
H.16.A.4. IBWC Form 243, Release of Claims
H.16.A.5. IBWC Form 255, Certificate of Substantial Completion
H.16.A.6. Closeout requirements listed in the Technical Specifications (Section 01.77.19 Closeout Requirements).
[End of Clause]

IBWC.17 - Extended Warranties

H.17.A. The Contractor shall extend to the Government the following extended warranties with the same protection provided under Contract Clause FAR 52.246-21 Warranty of Construction for the periods identified below:
- All work, 2 years.

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H.17.B. See Technical Specification Section 01.78.36. for additional details.
[End of Clause]

IBWC.18 - DESIGN-BUILD CONTRACT - Order of Precedence (DEC 2015)

H.18.A. In the event of conflict or inconsistency between any of the below described portions of the contract, precedence shall be given in the following order:
H.18.A.1. Any portion of the proposal or final design that exceed the requirements of the solicitation.
H.18.A.1.a. Any portion of the proposal that exceeds the final design.
H.18.A.1.b. Any portion of the final design that exceeds the proposal.
H.18.A.1.c. Where portions within either the proposal of the final design conflict, the portion that most exceeds the requirements of the solicitation has precedence.

H.18.A.2. The requirements of the solicitation, in descending order of precedence:
H.18.A.2.a. Standard Form 1442, Price Schedule, and Davis Bacon Wage Rates
H.18.A.2.b. Contract Clauses
H.18.A.2.c. Special Contract Clauses
H.18.A.2.d. Statement of Work
H.18.A.2.e. Attachments (excluding Concept Drawings)
H.18.A.2.e. Attachments (Concept Drawings)

H.18.B. Government review or acceptance of any portion of the proposal or final design shall not relieve the Contractor from responsibility for errors or omissions with respect thereto. The Contractor shall correct any errors or omissions in the final design at their own expense. Corrections shall be signed and sealed by the design engineer and shall be provided to the Government for review within 14 calendar days of the identification of an error or omission. Acceptance must be obtained from the Government prior to the corrections being effective.
[End of Clause]

IBWC.19 - DESIGN-BUILD CONTRACT - Incorporation of Designer of Record Final Design (DEC 2015)

H.19.A. Upon Government receipt and acceptance of the Designer of Record signed and stamped final design submission for all work, a no-cost unilateral modification will be issued to incorporate the final design into the contract.

H.19.B. If the Contractor is authorized to proceed with portions of the work prior to the completion of a final design for all work, a no-cost unilateral modification will be issued for each Government accepted Designer of Record signed and stamped design submission for each portion of the work in order to incorporate that design submittal into the contract.
[End of Clause]

Section I - Contract Clauses

52.252-2 - Clauses Incorporated by Reference (Feb 1998)

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

https://www.acquisition.gov

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_____
[Insert one or more Internet addresses]
(End of clause)

Clause	Title	Fill-ins
52.202-1	Definitions (Jun 2020)	
52.203-3	Gratuities (Apr 1984)	
52.203-5	Covenant Against Contingent Fees (May 2014)	
52.203-6	Restrictions on Subcontractor Sales to the Government (Jun 2020)	
52.203-7	Anti-Kickback Procedures (Jun 2020)	
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)	
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (May 2014)	
52.203-12	Limitation On Payments to Influence Certain Federal Transactions (Jun 2020)	
52.203-13	Contractor Code of Business Ethics and Conduct (Nov 2021)	
52.203-17	Contractor Employee Whistleblower Rights (Nov 2023)	
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)	
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)	
52.204-13	System for Award Management Maintenance (Oct 2018)	
52.204-14	Service Contract Reporting Requirements (Oct 2016)	
52.204-18	Commercial and Government Entity Code Maintenance (Aug 2020)	
52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)	
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023)	
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)	
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)	
52.210-1	Market Research (Nov 2021)	
52.215-2	Audit and Records-Negotiation (Jun 2020)	
52.215-8	Order of Precedence - Uniform Contract Format (Oct 1997)	
52.219-8	Utilization of Small Business Concerns (Jan 2025)	
52.219-9 Alt II	Small Business Subcontracting Plan (Jan 2025) - Alternate II (Nov 2016)	

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Clause	Title	Fill-ins
52.219-16	Liquidated Damages-Subcontracting Plan (Sep 2021)	
52.222-3	Convict Labor (June 2003)	
52.222-4	Contract Work Hours and Safety Standards--Overtime Compensation (May 2018)	
52.222-6	Construction Wage Rate Requirements (Aug 2018)	
52.222-7	Withholding of Funds (May 2014)	
52.222-8	Payrolls and Basic Records (Jul 2021)	
52.222-9	Apprentices and Trainees (July 2005)	
52.222-10	Compliance with Copeland Act Requirements (Feb 1988)	
52.222-11	Subcontracts (Labor Standards) (DEVIATION FEB 2026)	
52.222-12	Contract Termination - Debarment (May 2014)	
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014)	
52.222-14	Disputes Concerning Labor Standards (Feb 1988)	
52.222-15	Certification of Eligibility (May 2014)	
52.222-16	Approval of Wage Rates (May 2014)	
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment (Jun 2020)	
52.222-27	Affirmative Action Compliance Requirements for Construction (Apr 2015)	
52.222-32	Construction Wage Rate Requirements-Price Adjustment (Actual Method) (Aug 2018)	
52.222-35	Equal Opportunity for Veterans (Jun 2020)	
52.222-36	Equal Opportunity for Workers with Disabilities (Jun 2020)	
52.222-37	Employment Reports on Veterans (Jun 2020)	
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)	
52.222-50	Combating Trafficking in Persons (Oct 2025)	
52.222-54	Employment Eligibility Verification (Jan 2025)	
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022)	
52.222-62	Paid Sick Leave Under Executive Order 13706 (Jan 2022)	

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Clause	Title	Fill-ins
52.223-5	Pollution Prevention and Right-to-Know Information (May 2024)	
52.223-20	Aerosols (May 2024)	
52.223-21	Foams (May 2024)	
52.224-1	Privacy Act Notification (Apr 1984)	
52.224-2	Privacy Act (Apr 1984)	
52.224-3	Privacy Training (Jan 2017)	
52.227-4	Patent Indemnity-Construction Contracts (Dec 2007)	
52.227-17	Rights in Data - Special Works (Dec 2007)	
52.228-2	Additional Bond Security (Oct 1997)	
52.228-5	Insurance-Work on a Government Installation (Jan 1997)	
52.228-12	Prospective Subcontractor Requests for Bonds (Dec 2022)	
52.228-14	Irrevocable Letter of Credit (Nov 2014)	
52.228-15	Performance and Payment Bonds-Construction (Jun 2020)	
52.229-3	Federal, State and Local Taxes (Feb 2013)	
52.232-5	Payments under Fixed-Price Construction Contracts (May 2014)	
52.232-10	Payments under Fixed-Price Architect-Engineer Contracts (Apr 2010)	
52.232-17	Interest (May 2014)	
52.232-18	Availability of Funds (Apr 1984)	
52.232-23	Assignment of Claims (May 2014)	
52.232-24	Prohibition of Assignment of Claims (May 2014)	
52.232-25	Prompt Payment (Jan 2017)	
52.232-27	Prompt Payment for Construction Contracts (Jan 2017)	
52.232-33	Payment by Electronic Funds Transfer-System for Award Management (Oct 2018)	
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)	
52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)	
52.236-2	Differing Site Conditions (Apr 1984)	
52.236-3	Site Investigation and Conditions Affecting the Work (Apr 1984)	
52.236-5	Material and Workmanship (Apr 1984)	
52.236-6	Superintendence by the Contractor (Apr 1984)	

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Clause	Title	Fill-ins
52.236-7	Permits and Responsibilities (Nov 1991)	
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Apr 1984)	
52.236-10	Operations and Storage Areas (Apr 1984)	
52.236-11	Use and Possession Prior to Completion (Apr 1984)	
52.236-12	Cleaning Up (Apr 1984)	
52.236-13	Accident Prevention (Nov 1991)	
52.236-23	Responsibility of the Architect-Engineer Contractor (Apr 1984)	
52.236-24	Work Oversight in Architect-Engineer Contracts (Apr 1984)	
52.236-25	Requirements for Registration of Designers (June 2003)	
52.236-26	Preconstruction Conference (Feb 1995)	
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)	
52.237-3	Continuity of Services (Jan 1991)	
52.243-1 Alt III	Changes - Fixed-Price (Aug 1987) - Alternate III (Apr 1984)	
52.244-4	Subcontractors and Outside Associates and Consultants (Architect-Engineer Services) (Aug 1998)	
52.244-5	Competition in Subcontracting (Aug 2024)	
52.244-6	Subcontracts for Commercial Products and Commercial Services (Oct 2025)	
52.245-1	Government Property (Sep 2021)	
52.245-1 Alt I	Government Property (Sep 2021) - Alternate I (Apr 2012)	
52.246-21	Warranty of Construction (Mar 1994)	
52.246-23	Limitation of Liability (Feb 1997)	
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I (Sept 1996)	
52.249-7	Termination (Fixed-Price Architect-Engineer) (Apr 1984)	
52.249-10 Alt I	Default (Fixed-Price Construction) (Apr 1984) - Alternate I (Apr 1984)	

52.203-14 - Display of Hotline Poster(s) (Nov 2021)

Fraud Line Poster(a) *Definition.*

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

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(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)--

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites--

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s)	*Obtain from*
Fraud Line Poster	DHS.gov
_____	_____

(*Contracting Officer shall insert*- (i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract--

(1) Is for the acquisition of a commercial product or commercial service; or

(2) Is performed entirely outside the United States.

(End of clause)

52.204-10 - Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)

(a) *Definitions.* As used in this clause:
"Executive" means officers, managing partners, or any other employees in management positions.
"First-tier subcontract" means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.
"Month of award" means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.
"Total compensation" means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
(1) *Salary and bonus.*
(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.
(3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

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(5) *Above-market earnings on deferred compensation which is not tax-qualified.*
(6) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.
(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.
(c) Nothing in this clause requires the disclosure of classified information
(d) (1) *Executive compensation of the prime contractor.* As a part of its annual registration requirement in the System for Award Management (SAM) (Federal Acquisition Regulation (FAR) provision 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if--
(i) In the Contractor's preceding fiscal year, the Contractor received--
(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm*.)
(2) *First-tier subcontract information.* Unless otherwise directed by the Contracting Officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract valued at or above the threshold specified in FAR 4.1403(a) on the date of subcontract award, the Contractor shall report the following information at *http://www.fsrs.gov* for that first-tier subcontract. (The Contractor shall follow the instructions at *http://www.fsrs.gov* to report the data.)
(i) Unique entity identifier for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.
(ii) Name of the subcontractor.
(iii) Amount of the subcontract award.
(iv) Date of the subcontract award.
(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
(vi) Subcontract number (the subcontract number assigned by the Contractor).
(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
(ix) The prime contract number, and order number if applicable.
(x) Awarding agency name and code.
(xi) Funding agency name and code.
(xii) Government contracting office code.
(xiii) Treasury account symbol (TAS) as reported in FPDS.
(xiv) The applicable North American Industry Classification System code (NAICS).
(3) *Executive compensation of the first-tier subcontractor.* Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract valued at or above the threshold specified in FAR 4.1403(a) on the date of subcontract award, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at *http://www.fsrs.gov* , if--
(i) In the subcontractor's preceding fiscal year, the subcontractor received--
(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78 m(a), 78 o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm*.)
(e) The Contractor shall not split or break down first-tier subcontract awards to a value below the threshold specified in FAR 4.1403(a), on the date of subcontract award, to avoid the reporting requirements in paragraph (d) of this clause.

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(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.
(g) (1) If the Contractor in the previous tax year had gross income, from all sources, under $300,000, the Contractor is exempt from the requirement to report subcontractor awards.
(2) If a subcontractor in the previous tax year had gross income from all sources under $300,000, the Contractor does not need to report awards for that subcontractor.
(h) The FSRS database at *http://www.fsrs.gov* will be prepopulated with some information from SAM and the FPDS database. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM information is incorrect, the contractor is responsible for correcting this information.
(End of clause)

52.209-6 - Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (Jan 2025)

(a) *Definition.*

Commercially available off-the-shelf (COTS) item, as used in this clause--

(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" in 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.

(b) The Government suspends or debars Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of the threshold specified in FAR 9.405-2(b) on the date of subcontract award, with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed the threshold specified in FAR 9.405-2(b) on the date of subcontract award, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, proposed for debarment, or voluntarily excluded, by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, proposed for debarment, or voluntarily excluded (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, proposed debarment, or voluntary exclusion.

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(e) *Subcontracts.* Unless this is a contract for the acquisition of commercial products or commercial services, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that--

(1) Exceeds the threshold specified in FAR 9.405-2(b) on the date of subcontract award; and

(2) Is not a subcontract for commercially available off-the-shelf items.

(End of clause)

52.209-9 - Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management via *https://www.sam.gov*.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

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(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

52.222-44 - Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to Contractor collective bargaining agreements.
(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
(c) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect increases or decreases by the Contractor in wages and fringe benefits to the extent that these increases or decreases are made to comply with--
(1) An increased or decreased wage determination applied to this contract by operation of law; or
(2) An amendment to the Fair Labor Standards Act of1938 that is enacted subsequent to award of this contract, affects the minimum wage, and becomes applicable to this contract under law.
(d) Any such adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and to the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance; it shall not otherwise include any amount for general and administrative costs, overhead, or profit.
(e) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after the effective date of the wage change, unless this period is extended by the Contracting Officer in writing. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract) claimed and any relevant supporting data that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.
(f) The Contracting Officer or an authorized representative shall, until the expiration of 3 years after final payment under the contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor.
(End of clause)

52.225-9 - Buy American-Construction Materials (Oct 2022)

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

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

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

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

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

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

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

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single

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and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

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

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

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

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

Domestic construction material means--

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

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

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

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

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

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

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

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

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

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

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

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

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(b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:
Mexican Products to include cement and boulders are not allowed.
[*Contracting Officer to list applicable excepted materials or indicate "none"*]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

(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**	**Cost (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)

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52.225-10 - Notice of Buy American Requirement-Construction Materials (May 2014)

(a) *Definitions*. "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American-Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability*. An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers*.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers*.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.232-26 - Prompt Payment for Fixed-Price Architect-Engineer Contracts (Jan 2017)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)
(a) *Invoice payments*--
(1) *Due date*. The due date for making invoice payments is--
(i) For work or services completed by the Contractor, the later of the following two events:
(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(iii) of this clause).
(B) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice, when the payment amount is subject to contract settlement actions (*e.g.*, release of claims), acceptance is deemed to occur on the effective date of the settlement.

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(ii) The due date for progress payments is the 30th day after Government approval of Contractor estimates of work or services accomplished.
(iii) If the designated billing office fails to annotate the invoice or payment request with the actual date of receipt at the time of receipt, the payment due date is the 30th day after the date of the Contractor's invoice or payment request, provided the designated billing office receives a proper invoice or payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.
(2) *Contractor's invoice*. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.
(i) Name and address of the Contractor.
(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)
(iii) Contract number or other authorization for work or services performed (including order number and line item number).
(iv) Description of work or services performed.
(v) Delivery and payment terms (*e.g.*, discount for prompt payment terms).
(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
(ix) Electronic funds transfer (EFT) banking information.
(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (*e.g.*, 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer--System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.
(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
(x) Any other information or documentation required by the contract.
(3) *Interest penalty*. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.
(i) The designated billing office received a proper invoice.
(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.
(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.
(4) *Computing penalty amount*. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR Part 1315.
(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance or approval is deemed to occur constructively as shown in paragraphs (a)(4)(i)(A) and (B) of this clause. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, Contractor compliance with a contract provision, or requested progress payment amounts. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.
(A) For work or services completed by the Contractor, Government acceptance is deemed to occur constructively on the 7th day after the Contractor completes the work or services in accordance with the terms and conditions of the contract.
(B) For progress payments, Government approval is deemed to occur on the 7th day after the designated billing office receives the Contractor estimates.
(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

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(5) *Discounts for prompt payment*. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with 5 CFR Part 1315.
(6) *Additional interest penalty*.
(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR Part 1315, in addition to the interest penalty amount only if--
(A) The Government owes an interest penalty of $1 or more;
(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and
(C) The contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.
(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--
(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;
(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and
(3) State that payment of the principal has been received, including the date of receipt.
(B) If there is no postmark or the postmark is illegible--
(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or
(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.
(iii) The additional penalty does not apply to payments regulated by other Government regulations (*e.g.*, payments under utility contracts subject to tariffs and regulation).
(b) *Contract financing payments*. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.
(c) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--
(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--
(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
(ii) Affected contract number and delivery order number if applicable;
(iii) Affected line item or subline item, if applicable; and
(iv) Contractor point of contact.
(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
(End of clause)

52.233-1 Alt I - Disputes (May 2014) - Alternate I (Dec 1991)

(a) This contract is subject to 41 U.S.C. chapter 71, Contract Disputes.
(b) Except as provided in 41 U.S.C. chapter 71, all disputes arising under or relating to this contract shall be resolved under this clause.
(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under 41 U.S.C. chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C. chapter 71. The submission may be converted to a claim under 41 U.S.C. chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding $100,000.
(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."
(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

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(e) For Contractor claims of $100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over $100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in 41 U.S.C. chapter 71.
(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.
(End of clause)

52.236-1 - Performance of Work by the Contractor (Apr 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 50%[*insert the appropriate number in words followed by numerals in parentheses*] percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.
(End of clause)

52.236-4 - Physical Data (Apr 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.
(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by as detailed in Technical Specification Section 00.31.21 (Survey Information) and Section 00.31.32 (Geotechnical information).
(b) Weather conditions Weslaco TX Station ID 419588 and GHCND USC00419588.
(c) Transportation facilities _____.
(d) A completed Form 358 is required prior to attendance at the prebid site visit.
(End of clause)

52.248-3 - 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.

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"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.

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(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)

52.249-2 - Termination for Convenience of the Government (Fixed-Price) (Apr 2012)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

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(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
(1) Stop work as specified in the notice.
(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
(3) Terminate all subcontracts to the extent they relate to the work terminated.
(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
(6) As directed by the Contracting Officer, transfer title and deliver to the Government--
(i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and
(ii) The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.
(7) Complete performance of the work not terminated.
(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.
(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in paragraph (b)(6) of this clause; *provided*, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.
(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.
(d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.
(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.
(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in paragraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:
(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under paragraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.
(2) The total of--
(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under paragraph (g)(1) of this clause;
(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and
(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (g)(2)(iii) and shall reduce the settlement to reflect the indicated rate of loss.
(3) The reasonable costs of settlement of the work terminated, including--

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(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value as determined by the Contracting Officer, for the loss of the Government property.
(i) The cost principles and procedures of part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.
(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.
(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--
(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;
(2) Any claim which the Government has against the Contractor under this contract; and
(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.
(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.
(m) (1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.
(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.
(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.
(End of clause)

52.249-10 - Default (Fixed-Price Construction) (Apr 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.
(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--
(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include--
(i) Acts of God or of the public enemy,
(ii) Acts of the Government in either its sovereign or contractual capacity,
(iii) Acts of another Contractor in the performance of a contract with the Government,
(iv) Fires,
(v) Floods,
(vi) Epidemics,

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(vii) Quarantine restrictions,
(viii) Strikes,
(ix) Freight embargoes,
(x) Unusually severe weather, or
(xi) Delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.
(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.
(d) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.
(End of clause)

52.253-1 - Computer Generated Forms (Jan 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, *provided* there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.
(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.
(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.
(End of clause)

Section K - Representations, Certifications, and Other Statements of Offerors or Respondents

52.204-8 - Annual Representations and Certifications (Mar 2026)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220 [insert NAICS code].

(2) The small business size standard is 45 Million [insert size standard].

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition--

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

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

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

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

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

__ (i) Paragraph (d) applies.

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

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

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

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

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

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

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $200,000.

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

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(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of biobased products in USDA-designated product categories; or include the clause at 52.223-2, Reporting of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the provision at 52.204-7.

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $50,000, the basic provision applies.

(B) If the acquisition value is $50,000 or more but is less than $100,000, the provision with its Alternate II applies.

(C) If the acquisition value is $100,000 or more but is less than $105,767, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

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

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

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

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:
[*Contracting Officer check as appropriate.*]

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

__ (ii) 52.204-20, Predecessor of Offeror.

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

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

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

__ (vi) 52.227-6, Royalty Information.

__ (A) Basic.

__ (B) Alternate I.

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

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

FAR Clause #	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.204-24 - Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

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

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

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

(b) *Prohibition*.

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

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

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

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

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

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

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

(d) *Representations*. The Offeror represents that--

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

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

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

(e) *Disclosures*.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

Section L - Instructions, Conditions, and Notices to Offerors and Respondents

52.252-1 - Solicitation Provisions Incorporated by Reference (Feb 1998)

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

52.214-4 - False Statements in Bids (Apr 1984)

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.
(End of provision)

52.214-6 - Explanation to Prospective Bidders (Apr 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a

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solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.
(End of provision)

52.214-7 - Late Submissions, Modifications, and Withdrawals of Bids (Nov 1999)

(a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.
(b)(1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and
(i) If it was transmitted through an electronic commerce method authorized by the IFB, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or
(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government's control prior to the time set for receipt of bids.
(2) However, a late modification of an otherwise successful bid that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
(c) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
(d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.
(End of provision)

52.214-12 - Preparation of Bids (Apr 1984)

(a) Bidders are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the bidder's risk.
(b) Each bidder shall furnish the information required by the solicitation. The bidder shall sign the bid and print or type its name on the Schedule and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
(c) For each item offered, bidders shall (1) show the unit price, including, unless otherwise specified, packaging, packing, and preservation and (2) enter the extended price for the quantity of each item offered in the "Amount" column of the Schedule. In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.
(d) Bids for supplies or services other than those specified will not be considered unless authorized by the solicitation.
(e) Bidders must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in the solicitation.
(f) Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
(End of provision)

52.214-18 - Preparation of Bids-Construction (Apr 1984)

(a) Bids must be--
(1) Submitted on the forms furnished by the Government or on copies of those forms, and

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(2) *Manually signed*. The person signing a bid must initial each erasure or change appearing on any bid form.
(b) The bid form may require bidders to submit bid prices for one or more items on various bases, including--
(1) Lump sum bidding;
(2) Alternate prices;
(3) Units of construction; or
(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.
(c) If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.
(d) Alternate bids will not be considered unless this solicitation authorizes their submission.
(End of provision)

52.216-1 - Type of Contract (Apr 1984)

The Government contemplates award of a Firm-Fixed Priced (FFP) [*Contracting Officer insert specific type of contract*] contract resulting from this solicitation.
(End of provision)

52.233-2 - Service of Protest (Sept 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Philip Johnson .
(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
(End of provision)

52.236-27 Alt I - Site Visit (Construction) (Feb 1995) - Alternate I (Feb 1995)

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

(b) An organized site visit has been scheduled for--
June 30, 2026 [*Insert date and time*]

(c) Participants will meet at--
325 Golf Course Rd Mercedes TX [*Insert location*]

(End of provision)

L.01 - Pre-Bid Conference and Site Visit

L.01 PRE-BID CONFERENCE AND SITE VISIT

L.01.A. All potential bidders are requested to attend the **Pre-Bid Conference/Site Visit to be held at: USIBWC Mercedes Field Office, 325 Golf Course Road, Mercedes Texas on June 30, 2026 at 8:00 AM CDT**.

L.01.B. Names of individuals who plan to attend shall be furnished before **10:00 AM MDT on June 29, 2026** by email submission to Adrian.Knights@ibwc.gov.

L.01.C. Due to time, distance, and cost associated with the Pre-Bid Conference, prospective bidders who fail to attend on the scheduled date will not be given a further opportunity to do so.

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L.01.D. The purpose of the conference is to provide prospective bidders, subcontractors and suppliers, an opportunity to observe and evaluate project conditions. Questions in advance of the Pre-Bid Conference/Site Visit may be presented in writing, by emailing Adrian.Knights@ibwc.gov, referencing the solicitation number **191BWC26R0005**. Answers to written questions will be prepared and discussed during a questions and answer period at the conference. Questions shall be submitted to arrive at the aforementioned address no later than **10:00 AM MDT on June 23, 2026**.

L.01.E. While every effort will be made to provide meaningful responses or clarifications to all inquiries, no answer shall be binding by the Government unless submitted in writing and subsequently answered by means of a formal amendment to this solicitation. After the Pre-Bid Conference, written questions may be submitted to the aforementioned email until **4:00 PM MDT on Friday, July 13, 2026**. Questions received after the cut-off deadline will NOT be responded to, unless deemed significant by the Contracting Officer or the question conveys a material mistake and/or error in the Request for Proposal.

L.02 - General Proposal Instructions

ALL Prior instructions requiring hard copies hard copies or physical submission media are replavved in their entirety. The USIBWC will accept only electronic submission.

L.02.A. In order to assess the Offeror's qualifications, the Offeror shall submit a proposal in accordance with the instructions contained in this provision. The Offeror is advised to carefully read the entire Solicitation.
L.02.A.1. To safeguard procurement information, USIBWC requires all file exchanges and official communications conducted through IBWC authorized platforms, including OneDrive and SharePoint, to be initiated and accessed using a business, corporate, or enterprise managed email account. Personal, free, consumer, disposable, temporary, or anonymous email services are prohibited for transmitting, accessing, uploading, downloading, or storing IBWC information.
L.02.A.2. Prohibited email domains include, but are not limited to, gmail.com, googlemail.com, yahoo.com, aol.com, outlook.com, hotmail.com, live.com, msn.com, icloud.com, me.com, mac.com, proton.me, protonmail.com, gmx.com, mail.com, zoho.com, yandex.com, and similar consumer or temporary email services. USIBWC may deny or revoke SharePoint access when the requested email address uses a prohibited or blocked domain.
L.02.A.3. This requirement supports federal information security obligations, agency cybersecurity policy, and the protection of procurement sensitive information and Controlled Unclassified Information, when applicable. Business email domains also support user verification, access accountability, and traceability for external file sharing.

L.02.B. Due to the schedule and security requirements associated with this solicitation, all proposals must be submitted exclusively through the USIBWC secure Microsoft SharePoint portal. This replaces instructions for hard copy, mailed, hand delivered, faxed, or physical media submissions.
L.02.B.1. Email Access Request. Offerors must submit an email request to the Contracting Officer to gain access to their designated SharePoint upload folder.
Instructions for Access:

1. Email Access Request:
Vendors must submit an email request to the Contracting Officer to gain access to their designated SharePoint upload folder.
Send request to:
Adrian.Knights@ibwc.gov
Subject line: "Request for SharePoint Access – Solicitation 191BWC26R0005"
Include the following in your request:

1.
   - Company name
   - Name of the authorized representative
   - Email address (this must be the individual uploading the proposal)
   - Contact phone number

L.02.B.2. Business Email Requirement. The authorized representative's email address must be a business, corporate, or enterprise managed email account associated with the Offeror, proposed team member, or other legitimate business entity. Requests submitted from personal, free, consumer, disposable, temporary, or anonymous email accounts will not be accepted for SharePoint access.
L.02.B.3. One Authorized Representative. Only one access request per Offeror will be honored unless the Contracting Officer determines that additional access is required. The SharePoint link is non transferable and must not be forwarded or shared. Access credentials must not be used by unauthorized personnel.
L.02.B.4. Access Request Deadline. All access requests must be submitted no later than **Friday, July 7, 2026, at 12:00 PM MDT**.

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. Offerors are responsible for submitting a timely request using an acceptable business email account. USIBWC is not responsible for late proposal submissions caused by an Offeror's failure to request access timely or by use of a prohibited email domain.
L.02.B.5. SharePoint Access Period. Offerors will be granted access to upload proposals starting **Tuesday, July 14, 2026**.
L.02.B.6. Proposal Submission Deadline. All proposals must be uploaded by **Monday, July 21, 2026, at 5:00 PM MST**.
. Late uploads will not be accepted, and expired links will not be reactivated except as authorized by the Contracting Officer in accordance with the solicitation and applicable FAR requirements.
L.02.B.7. Change in Authorized Representative. If an Offeror needs to change the authorized representative before the proposal due date, the Offeror must submit a written request to the Contracting Officer from a business, corporate, or enterprise managed email account. The Contracting Officer must approve the change before any new SharePoint access is granted.
L.02.B.8. Prohibited Submission Methods. Email, fax, mailed, hand delivered, or physical media proposals will not be accepted unless the solicitation is formally amended by the Contracting Officer.
L.02.B.9. Communications with USIBWC. Communications regarding this solicitation shall be submitted only to the Contracting Officer identified in the solicitation. Offerors shall use a business, corporate, or enterprise managed email account for official communications with USIBWC

L.02.C ARRANGEMENT OF PROPOSAL

The proposal shall consist of separate electronic volumes, each submitted as a separate PDF file titled as follows:

Volume	Title	File Format
I	Business Proposal	1 PDF
II	Technical Proposal	1 PDF
III	Pricing Proposal	1 PDF

Each file must be titled in the following format: [OfferorName]_Vol_[I/II/III]_[ProposalType].pdf. Example: ABCConstruction_Vol_II_TechnicalProposal.pdf

Email, fax, mailed, or hand-delivered proposals will not be accepted under any circumstances
L.02.D. Each Offeror shall submit a complete and thorough proposal in accordance with the instructions in this Solicitation. Such a proposal: (1) is for the total requirement and scope stated in the Solicitation and (2) accepts the provisions, terms and conditions, and clauses stated in all sections of this Solicitation.
L.02.D.1. Failure to list an item in the proposal that is required does not negate the Offeror's obligation to meet those requirement.
L.02.D.2. Items in the proposal that contradict the requirements do not change nor negate the Offeror's obligation to meet those requirement.

L.02.E. *General Contents*.
L.02.E.1. Proposals shall be appropriately labeled.
L.02.E.2. All pages shall be identified with the name of the Offeror and Solicitation number, to the extent practicable.
L.02.E.3. Proposals shall be specific and complete in every detail.
L.02.E.4. Proposals shall conform to all Solicitation provisions, clauses, and other requirements.
L.02.E.5. Proposals shall be logically assembled, practical, legible, clear, concise, coherent, and indexed.
L.02.E.6. Packages lacking any of the items that are required may be considered as incomplete and nonresponsive.

L.02.G. *Business Proposal (Volume I).* Refer to the requirements contained in the Business Proposal Offeror Statements Instructions provision of this Solicitation.

L.02.H. *Technical Proposal (Volume II).* Refer to the requirements contained in the Technical Proposal Instructions provision of this Solicitation.

L.02.I. *Pricing Proposal (Volume III).* Refer to the requirements contained in the Pricing Proposal Instruction provision of this Solicitation.

L.02.J. Proposals shall be evaluated in accordance with the Evaluation Factors (included in Section M).

L.02.K. *Use and Disclosure of Proposal Information.* Offerors must visibly mark all pages of their proposal that they consider to contain confidential and/or proprietary information per FAR 52.215-1(e).
L.02.L.1. If the Offeror is including marked confidential and/or proprietary information from one of their team members (see L.05.B.2.c. for team member definition), a release from said team member shall be provided allowing the use of confidential and/or proprietary information by Offeror.

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L.02.L.2. All proposals will be subject to Freedom of Information Act disclosure except information exempt from release per 5 USC 552. This includes:
L.02.L.2.a. Trade secrets.
L.02.L.2.b. Privileged or confidential manufacturing processes and techniques.
L.02.L.2.c. Commercial and financial information that is privileged or confidential, including cost breakdowns, profit, indirect cost rates, and similar information.
L.02.L.2.d. The names of individuals providing reference information about an Offeror's past performance.

L.02.L. *Proposal Due Dates*. Proposals shall be submitted by the due date listed in the Solicitation SF-1442 Item 13.

L.03 - Business Proposal Offeror Statements Instruction

L.03.A. *General*. All representations, certifications, and other Offeror statements shall be identified as Volume I of the Offeror's proposal and shall be an orderly, specific, and complete document in every detail.

L.03.B. The following items shall be included:

L.03.B.1. Table of Contents. The Table of Contents shall list all sections of the business proposal including all enclosures, attachments, tables, drawings, charts, and any other material which summarizes data or information contained or referenced in the proposal.

L.03.B.2. SF#1442. Offerors shall submit a completed and signed SF#1442 as a part of their proposal package.

L.03.B.3. Amendments. Offerors shall provide acknowledgement of ALL amendments issued against the Solicitation as a part of their proposal package.

L.03.B.4. IBWC Form 110. Offerors shall submit a completed IBWC Form 110 as a part of their proposal package.

L.03.B.5. IBWC Form 116. Offerors shall submit a completed IBWC Form 116 as a part of their proposal package.

L.03.B.6. IBWC Form 117. Offerors shall submit a completed IBWC Form 117 as a part of their proposal package.

L.03.B.7. Additional information required by the Solicitation to be furnished by the Offeror which is not required to be obtained in another volume of the proposal, such as, the Small Business Subcontracting Plan.

L.03.B.8. Requests for any waivers of any Solicitation provisions or Contract clauses.

L.03.B.9. A summary of any exemptions from, or deviations to, any Solicitation requirements (Sections A through M). All exemptions from or deviations to items required by the Solicitation requirements as well as the Technical Specifications or Contract Drawings shall be detailed in the Technical Proposal and Pricing Proposal.

L.03.B.10. Proposal Guarantee. Offeror shall provide a guarantee in accordance with Section L.04 and FAR 52.228-1 as a part of their proposal package.

L.03.B.11. Section K. Offerors shall provide a completed Section K for ALL provisions as a part of their proposal (FAR Clauses 52.204-8, 52.204-17, and 52.209-7). NOTE: In accordance with the provision at 52.204-8, if the provision at 52.204-7 is included in the Solicitation, paragraph iv. of 52.204-8 applies.

L.03.B.12. Offerors shall provide a completed L.07 as a part of their proposal.

L.03.B.13. IBWC Form 245C. Offerors shall submit a completed IBWC Form 245C as a part of their proposal package.

L.04 - Bid Guarantee

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L.04.A. ***Bid Guarantee.***
L.04.A.1. For bids that exceed $150,000, the bidder shall furnish a guarantee, assuring that the bidder will not withdraw a bid within the period specified for acceptance and (2) will execute a written Contract and furnish required bonds and insurance agreement within the period specified therefore, in an amount of not less than 20 percent of the bid price or three million dollars ($3,000,000) whichever is lesser. The bid guarantee penalty may be expressed in terms of a percentage of the bid price or may be expressed in dollars and cents. SF-24, Bid Bond is located at the following website: www.gsa.gov/portal/forms/type/SF.

L.04.A.2. Corporations executing bonds as sureties on Federal contracts must appear on the list contained in the Department of Treasury Circular 570, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies" and must act within the limitation listed therein.

L.04.A.3. Requirements for executive of surety bonds. Each surety company bond (bid, performance, or payment), that purports to have been executed by an agent or attorney-in-fact for the corporate surety, is required to have submitted with it a power of attorney to the signatory agent or attorney-in-fact, and
L.04.A.3.a. Be executed by the corporate surety upon a reasonable proximate to the date of the bond, or
L.04.A.3.b. The power of attorney shall be accompanied by a certification of the surety to the effect that the power of attorney was in full force and effect upon a date reasonably proximate to the date of the bond.

L.04.A.4. Individual Sureties.
L.04.A.4.a. If individual surety bonds are furnished either for bid guarantee or for payment and performance bonds, the individual sureties must submit with their bonds proof of ownership and value of the assets which they claim in their net worth. The Government's preferred method of proof is to have a statement of net worth prepared by a certified public accountant in accordance with generally accepted accounting principles. The statement of net worth on the SF-28, Affidavit of Individual Surety, is not in itself sufficient and will not be accepted absent of additional proof of value and ownership.
L.04.A.4.b. Bidders are also cautioned that individual sureties must provide complete and detailed information in block 9 of the SF-28 concerning other contracts on which they have provided bonds. This information should include contract number, contract location, amount and type of bond and telephone number of the involved Contracting Officer.
L.04.A.4.c. Failure to provide the proof and information requested above will cause delays to the start of the construction for which the Contractor must bear the responsibility, and may result in rejection of a bid or termination of Contact for failure to provide adequate bonds.

NOTE: FAILURE TO INCLUDE BID GUARANTEE OR OTHER BID SECURITY WITH YOUR BID MAY BE CAUSE FOR REJECTION OF THE BID. LATE SUBMISSION OF THE BID GUARANTEE OR THE SECURITY SHALL BE TREATED IN THE SAME MANNER AS LATE BIDS.

L.05 - Technical Proposal Instructions

L.05.A. ***General.*** The Technical Proposal shall be identified as Volume II of the Offeror's proposal and shall be an orderly, specific, and complete document in every detail. It shall be presented in a manner which allows it to “stand alone” without the need to reference other documents. It shall convincingly describe the capability of the Offeror's organization to participate in this project and effectively demonstrate a thorough understanding of the work required in this Solicitation.
L.05.A.1.. The proposal shall be complete with all items noted in Subsection B below included. Failure to include listed items may result in a finding that the Offeror cannot meet the Contract requirements.
L.05.A.2. The proposal shall be organized and written so that it can be easily read and meaningfully evaluated by USIBWC personnel from a variety of different functional and technical disciplines.
L.05.A.3. It shall be a coherent document free of internal inconsistencies as well as inconsistencies with other volumes of the proposal.
L.05.A.3. The Technical Proposal shall not contain any cost or pricing information.

L.05.B. ***Technical Proposal.*** The Technical Proposal shall contain the following factors (1., 2., 3., etc.) and subfactors (a., b., c., etc.). All factors and subfactors will be evaluated.

L.05.B.1. Submittal Compliance
L.05.B.1.a. ***Formatting.*** Proposals shall be legible, clear, and easy to read. To assist in the uniform evaluation of proposals, the following format shall be utilized in preparing the technical proposal:
L.05.B.1.a.i. -- *Table of Contents*. The Table of Contents shall list all sections of the Technical Proposal including a list of any tables, drawings, charts, and all other enclosures which summarize data or information.

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L.05.B.1.a.ii. -- The Technical Proposal shall not exceed 40 pages in length (40 single-sided), excluding cover page, table of contents, indices, resumes, certificates, client authorization letters, divider pages, and OSHA forms.
L.05.B.1.a.ii.(a). -- To aid in readability, schedules will count the same as a 8.5 inch x 11 inch page toward the maximum page count.
L.05.B.1.a.iii. -- Proposals shall be uncomplicated, legible, with text no smaller than 10 point font (this does not include graphics, captions, tables, and charts) printed in black on white, uncolored background. Offerors shall use their best judgment in selecting the appropriate font size and color for graphics, caption, tables, and charts to ensure that they are legible.
L.05.B.1.a.iv. -- Pages shall be consistently formatted with the same font type and size, number of columns, paragraph settings, etc.
L.05.B.1.a.v. -- *Page Numbering*. All pages in the proposal that count towards the maximum number of pages (B.1.a.ii.) shall be consecutively numbered (including pages with tables and exhibits). The Offeror shall clearly identify/label all exhibits and supporting information.
L.05.B.1.a.vi. -- Proposal shall be organized by factor and subfactor providing the material in each section that directly pertains to the required information.
L.05.B.1.a.vii. -- All information shall be submitted in electronic format (pdf). Pdfs shall be high quality scan or shall be a document produced directly to pdf.

L.05.B.1.b. ***Instructions*.**
L.05.B.1.b.i. -- Proposals shall be provided per the instructions included within this Solicitation.
L.05.B.1.b.ii. -- Offerors shall only submit material that is directly pertinent to the requirements of this Solicitation.
L.05.B.1.b.iii. -- Information shall be consistent and logically presented. Only duplicate information if absolutely required.
L.05.B.1.b.iv. -- Illustrations shall be used wherever practical to depict organizations, systems and layout, implementation schedules, plans, etc.
L.05.B.1.b.v. -- *Extraneous narrative, elaborate brochures, uninformative promotional material, unnecessary resumes, and so forth, shall not be submitted*.
L.05.B.1.b.v.(a). -- Information submitted beyond that noted herein will be counted as part of the maximum allowable pages.

L.05.B.2. Technical Plan for Construction -- The technical plan will be evaluated on the extent to which the Offeror demonstrates technical sufficiency in the proposed technical and management approach to perform and support the requirements of the Solicitation.

L.05.B.2.a. ***Executive Summary*.** The Executive Summary shall include a brief discussion of how the required work will be performed and important highlights of the proposal.

L.05.B.2.b. ***Ability*.** Offerors shall provide detailed information relating to each proposed task area(s) which demonstrates their team's understanding of and ability to satisfactorily meet the work requirements. The Offeror shall tailor their Technical Plan to highlight their capabilities, the Offeror's Team, and key personnel.
L.05.B.2.b.i. -- Demonstrated ability includes providing a narrative summary of relative experience that explains how such experience related to the required task(s) and the Offeror's ability to satisfy the requirements.
L.05.B.2.b.ii. -- General statements made by the Offeror such as "We have reviewed the requirements and can meet the stated requirements," shall NOT be considered a demonstration of Offeror's ability to perform.
L.05.B.2.b.iii. -- In no instance shall the Offeror copy or repeat the Technical Specifications verbatim.
L.05.B.2.b.iv. -- Examples of how to approach the work, especially problem areas, adds to the depth of the technical plan.
L.05.B.2.b.v. -- If the Offeror plans to change the work that is shown in the Contract Drawings through either different means and methods or via betterments (see L.05.B.2.e.) then additional information is required to show that the alternative is viable.

L.05.B.2.c. -- ***Team*.** Identify the primary members of the Offeror's Team including major subcontractors with over 15 percent of the project value and all consultants, major vendors, professional services, and all testing firms/laboratories. All of these entities together with the Offeror themselves form the Offeror's Team. Team member refers to a company or firm that is part of the Offeror's Team.
L.05.B.2.c. -- Identify the purpose/task/service that each team member will perform.
L.05.B.2.c.ii. -- Offeror shall submit the name, address, phone number, and primary point-of-contact for each team member.
L.05.B.2.c.iii. -- For all proposed teaming and/or joint venture arrangements (more than one contractor), the Offeror shall clearly identify the roles and responsibilities of each member.
L.05.B.2.c.iv. -- After initial submittal, changes to team members (including major subcontractors with over 15 percent of the project value and all consultants, professional services, and all testing firms/laboratories) cannot be made without USIBWC approval. Acknowledgement of this requirement shall be included.
L.05.B.2.c.v. -- USIBWC may disqualify an Offeror (prime contractor and joint ventures) if they belong to another Offeror's Team as a subcontractor, consultant, major vendor, professional services, etc. associated with this project. Subcontractors may be proposed as such on more than one Offeror's Team.

L.05.B.2.d. ***Resources*.** The Technical Proposal shall also include details of available resources to handle unforeseen problems and delays in order to maintain the schedule and completion date.

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L.05.B.2.e. -- ***Proposed Betterment(s)*.** As part of the Technical Plan, Offeror may propose a betterment to the Contract. This is an optional subfactor and inclusion in the Offeror's proposal may increase the overall factor rating. Award of Contract to an Offeror with a proposed betterment implies acceptance of that betterment and it shall become a requirement of the Contract. *An Offeror stating no betterments are included will not be negatively rated. If the Government agrees the proposed item is beneficial, the Offeror's proposed betterment will be noted as a strength. If the Government does not agree the proposed item is beneficial, the Offeror's proposed betterment will not result in a negative rating.*
L.05.B.2.e.i. -- Betterments are parts of Offers that are meant to increase the value of the Offeror's proposal. The betterment must provide a benefit to the Government that will impact the end product. Betterments may include, but are not limited to, a reduction in overall schedule, higher quality product/material, extended warranty beyond that required in specifications or any combination of these
L.05.B.2.e.ii. -- Betterments do not include any items for the benefit of the Contractor's schedule, cost, and/or means and methods.
L.05.B.2.e.iii. -- Betterments must be a specific, firm part of the proposed offer and included either at no additional cost or at a beneficial cost to the Government in order to be considered an advantage. Items mentioned as general statements or potential offers without any commitment shall not be considered betterments and offer no advantage.

L.05.B.3. <u>Past Performance</u>
L.05.B.3.a. Offerors shall distribute signed Client Authorization Letters and Past Performance Questionnaires (see Section J Attachments for the questionnaire and sample letter) to current or past customers for projects completed within the past 10 years that were <u>similar in scope, magnitude, and complexity to this requirement</u>.
L.05.B.3.a.i. -- Offer shall provide Past Performance Questionnaires for all members of the Offeror's Team who are being proposed to perform at least 15 percent of the work.
L.05.B.3.a.ii. -- If a joint venture agreement exists for the Offeror, then past performance questionnaires are required for the joint venture. If no past performance exists for the joint venture, then provide past performance questionnaires for all companies in the joint venture.
L.05.B.3.a.iii. -- If an official partnership exists for the Offeror, then past performance questionnaires are required for all companies in the agreement.
L.05.B.3.a.iv. -- Include a list of all past performance questionnaire requests sent including name of recipient, name Agency or Company, project title, and project location.
L.05.B.3.a.v. -- Include copies of all signed Client Authorization letters in this section of the Technical Proposal.
L.05.B.3.a.vi. -- Past performance questionnaires shall be evaluated on the extent they show relevant performance, safety, and the likelihood of success in meeting the Government's requirements as identified in the Solicitation.
L.05.B.3.a.vii. -- A minimum of 5 past performance questionnaires (for each company identified in i., ii., and iii. above) shall be provided to the Contracting Officer.
L.05.B.3.a.viii. -- Do not include copies of the past performance questionnaires in the Technical Proposal.
L.05.B.3.a.ix. -- Members of the Offeror's Team and/or members of a partnership or joint venture cannot complete Past Performance Questionnaires for other team members.
L.05.B.3.a.x. -- Magnitude refers to dollar amount of work. Similar in magnitude refers to projects priced at 85% of your bid and above.
L.05.B.3.a.xi. -- Note the following regarding qualifying experience similar in scope and complexity.
L.05.B.3.a.xi.(a) -- Scope refers to technical requirements of work.
L.05.B.3.a.xi.(b) -- Complexity refers to difficulty of performing work due to many varied interrelated parts.
L.05.B.3.a.xi.(c) -- Similar in scope refers to the same type of work with comparable or greater quantities.
L.05.B.3.a.xi.(d) -- Mass excavation and mass grading is not considered similar earthwork experience. Earthwork is the <u>precise placement</u> of engineered soils to meet detailed requirements (e.g. earthen dams, levees, bridge abutments, building pads, etc.).
L.05.B.3.a.xi.(e) -- Levees involve constructing earthwork with restrictive soil types and soils testing.

L.05.B.3.b. ***Company History*.** Provide answers to the following questions for all members of the Offeror's Team who are being proposed to perform at least 15 percent of the work. This includes any previous iterations of the companies and any companies purchased, merged into, or otherwise incorporated together that were used as the basis for any relevant experience in B.4.b.
L.05.B.3.b.i. -- Do you have a Dun & Bradstreet (D&B) PAYDEX (up to 24 month) **<u>OR</u>** an Experian Business Credit Score of 65 or greater? Provide the score. (*100-Best, 0-Worst*)
L.05.B.3.b.ii. -- Are you currently involved in any litigation with any Federal agencies? If so, list the name of the court case and the case number.
L.05.B.3.b.iii. -- Provide a printout of a D&B report OR an Experian report that is less than 30 days old.

L.05.B.4. <u>Experience</u> -- This applies to the Offeror's Team who are being proposed to perform at least 15 percent of the work.

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L.05.B.4.a. ***Organizational Structure.*** Furnish a narrative description of the organizational structure and function of the jobsite management and home office.
L.05.B.4.a.i. -- Provide an organizational chart that includes all of Offeror's Team as well as the Construction Quality Control System Manager, Site Safety and Health Officer, QC testing laboratory, Superintendent, Project Manager, Scheduler, aggregate pier subcontractor, the soil column/mixing subcontractor, and other primary subcontractors.
L.05.B.4.a.ii. -- Chart shall show lines of authority.
L.05.B.4.a.iii. -- Organizational structure shall be evaluated against Specification Section 01.31.00, Section 01.32.16, Section 01.35.23, Section 01.43.26, and Section 01.45.00.

L.05.B.4.b. ***Dry Soil Mixing Experience.*** Furnish complete and detailed information regarding construction contracts for past projects which show Offeror's Team experience in work matching the dry soil mixing requirements of this Solicitation.
L.05.B.4.b.i. -- Provide details showing how the soil mixing (sub)contractor meets the requirements of Specification Section 31.32.13 1.10.A.
L.05.B.4.b.i.(a) -- Do not simply provide a project list.
L.05.B.4.b.i.(b) -- Do not simply provide project names without detailed project descriptions.
L.05.B.4.b.ii. -- Provide details showing how the soil mixing design engineer meets the requirements of Specification Section 31.32.13 1.10.B. Provide full resumes for each of these proposed personnel. Review the Technical Specifications for qualification requirements for all positions.
L.05.B.4.b.iii. -- If Offeror plans to use a different dry soil mixing plan than the one indicated in the Contract Drawings, then provide a general layout, calculations, and description indicating how the plan will vary from the Contract Drawings yet still meet Specification Section 31.32.13 1.9.A. 1.9.B., and 1.9.C.

L.05.B.4.c. ***Aggregate Piers (Stone Columns) Experience.*** Furnish complete and detailed information regarding construction contracts for past projects which show Offeror's Team experience in work matching the aggregate pier/stone column requirements of this Solicitation.
L.05.B.4.c.i. -- Provide details showing how the aggregate pier (sub)contractor meets the requirements of Specification Section 31.66.13 1.9.A.
L.05.B.4.c.i.(a) -- Do not simply provide a project list.
L.05.B.4.c.i.(b) -- Do not simply provide project names without detailed project descriptions.
L.05.B.4.c.ii. -- Provide details showing how the aggregate pier design engineer meets the requirements of Specification Section 31.66.13 1.9.B. Provide full resumes for each of these proposed personnel. Review the Technical Specifications for qualification requirements for all positions.
L.05.B.4.c.iii. -- If Offeror plans to use a different aggregate pier/stone column plan than the one indicated in the Contract Drawings, then provide a general layout, calculations, and description indicating how the plan will vary from the Contract Drawings yet still meet Specification Section 31.66.13 1.8.A., 1.8.B., and 1.8.C.

L.05.B.4.d. ***Articulated Concrete Block Revetment Experience.*** Furnish complete and detailed information regarding construction contracts for past projects which show your company's experience in work matching the articulated concrete block revetment requirements of this Solicitation.
L.05.B.4.d.i. -- Provide details showing how the articulated concrete block mattress design engineer meets the requirements of Specification Section 31.35.23 1.10.A. Provide full resumes for each of these proposed personnel. Review the Technical Specifications for qualification requirements for all positions.
L.05.B.4.d.ii. -- If Offeror plans to use a different articulated concrete block revetment than the one indicated in the Contract Drawings, then provide a general layout and description indicating how the plan will vary from the Contract Drawings yet still meet Specification Section 31.35.23 1.9.A. and 1.9.B.

L.05.B.4.e. ***QC Team and Onsite Project Management.*** Include names and complete roles, responsibilities, and authorities for project manager, the superintendent, the site safety officer, the quality control system manager, the scheduler, and other key positions. Provide full resumes for each of these proposed personnel. Review the Technical Specifications for qualification requirements for all positions.

L.05.B.4.e. ***Statement of Assurance and Resume Requirements.*** When noted above to provide a resume for a specific position, follow the requirements of L.05.B.4.e.i. and L.05.B.4.e.ii.
L.05.B.4.e.i. -- Include a statement of assurance that the proposed personnel will be available for work on this Contract and a list of alternative personnel sources to be utilized in the event proposed personnel are not available as planned. Include full resumes for all alternative personnel listed.
L.05.B.4.e.ii. -- Resumes shall contain the following information:
L.05.B.4.e.ii.(a) -- Name

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L.05.B.4.e.ii.(b) -- Qualifying educational background, including (if applicable) degree, year obtained, and name of educational institution. This includes required technical training.
L.05.B.4.e.ii.(c) -- Qualifying professional license, if applicable, including the state of licensure, discipline, and license number.
L.05.B.4.e.ii.(d) -- Qualifying experience covering at least the minimum experience periods required:
L.05.B.4.e.ii.(d)(1) -- Project name, location, and dates of assignment.
L.05.B.4.e.ii.(d)(2) -- Description of primary project features.
L.05.B.4.e.ii.(d)(3) -- Name, address, and phone number of project owner.
L.05.B.4.e.ii.(d)(4) -- Name, address, and phone number of employer on each project.
L.05.B.4.e.ii.(d)(5) -- Name, address, and phone number of superior.
L.05.B.4.e.ii.(d)(6) -- Position(s) occupied on each assignment.
L.05.B.4.e.ii.(d)(7) -- Description of duties and responsibilities of each position occupied.
L.05.B.4.e.ii.(e) -- Training certificates for those key positions with training requirements.
L.05.B.4.e.iii. -- Resumes provided shall show how personnel meet Solicitation requirements and shall not exceed 3 pages.

L.05.B.5. Safety
L.05.B.5.a. ***Hazards.*** The Technical Proposal shall include a **project specific** analysis of the hazards expected to be encountered. The site specific hazard analysis shall be in sufficient detail to indicate the Offeror's understanding of the main safety issues of the work involved **at this worksite** as well as hazards specific to the work itself.
L.05.B.5.a.i. -- The Offeror shall become familiar with and use specific references from the US Army Corps of Engineers EM 385-1-1 Safety and Health Requirements as well as the Technical Specifications.
L.05.B.5.a.ii. -- Attachment of an Activity/Job Hazard Analysis (AHA/JHA) or including a list of typical hazards that may apply to any civil works construction project is not appropriate and will not be accepted to meet the requirements of this evaluation factor.
L.05.B.5.b. ***OSHA Data.*** Provide required data for each of the Offeror's Team who are being proposed to perform at least 15 percent of the work. This includes any previous iterations of the companies and any companies purchased, merged into, or otherwise incorporated together that were used as the basis for any relevant experience in B.4.b.
L.05.B.5.b.i. -- For the last 5 years, provide the OSHA Recordable Incident Rate.
L.05.B.5.b.ii. -- For the last 5 years, provide the OSHA Form 300A.

L.05.B.6. Schedule
L.05.B.6.a. ***Schedule.*** Provide a realistic, logical construction schedule that demonstrates the Offeror's understanding of how the work should proceed as well as account for schedule restrictions, constraints, and challenges. The schedule shall include a bar/Gantt chart and shall include the principal components of the work including any critical paths and milestones.
L.05.B.6.a.i. -- The schedule shall show durations of the principal components of the work and anticipated start and finish dates. Durations shall be shown in calendar days as opposed to work days.
L.05.B.6.a.ii. -- The schedule shall include time for submittals and Government approvals.
L.05.B.6.a.iii. -- The construction schedule shall be in such detail as to show the sequencing of the principal components of work contained in the schedule and other activities or information required to accurately portray the Offeror's proposed construction schedule.
L.05.B.6.a.iv. -- The construction schedule shall show the critical path.
L.05.B.6.a.v. -- For purposes of preparing the schedule, Offerors shall assume a notice to proceed date of July 1, 2025. This date is for evaluation purposes only.

L.05.B.6.b. ***Narrative.*** A schedule description shall cover all major activities, be directly correlated to the schedule, and shall take the form of a written and tabular supplement to the schedule.
L.05.B.6.b.i. -- It shall include specific information identifying the Offeror's assumptions including but not limited to: access, time of year for specific activities, unforeseen problems, and periods of non-work.
L.05.B.6.b.ii. -- The description shall describe resources for all CLINs or major tasks including assumed production rates, equipment types and capacities/sizes, shifts, and crew sizes.
L.05.B.6.b.iii. -- The description shall include a list of potential long lead items and material lead times anticipated. Describe how long lead items will be addressed to prevent delays.
L.05.B.6.b.iv. -- The Offeror's attention is called to the Solicitation Clause 52.236-4 Physical Data and the Solicitation Section H's Clause Time Extensions for Unusually Severe Weather for pertinent site information related to availability, access, and limitations that could affect the schedule. These shall be taken into account during schedule preparation.

L.05.B.7. Resource Information -- To permit objective evaluation of the technical proposal, no cost or price information shall be included. However, the proposal shall include the following in both tabular format:
L.05.B.7.a. ***Materials.*** A breakdown of unpriced material estimates proposed to accomplish each task or phase of the work (as indicated by the CLINs).

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L.05.B.7.b. ***Schedule of Values.*** The Offeror shall prepare and submit a breakdown of work estimate covering each CLIN of the project. The breakdown estimate shall show the estimated percentage value of each kind or item of work. The sum of the items listed in the breakdown estimates shall equal 100%. This breakdown shall be referred to as the Schedule of Values.

L.06 - Pricing Proposal Instructions

L.06.A. *General.* The Pricing Proposal shall be identified as Volume III of the Offeror's proposal and shall be an orderly, specific, and complete document in every detail. It shall be a coherent document free of internal inconsistencies and shall be consistent with the Technical Proposal (Volume II). Offerors are hereby notified that even though certified cost or pricing data are not initially requested in this Solicitation, the Contracting Officer reserves the right to request such data if they are later found necessary pursuant to FAR 15.402(a)(1).

L.06.B. *Format and Content.* To assist in the uniform evaluation of proposals, the following format shall be utilized in preparing the pricing proposal:

L.06.B.1. **Table of Contents.** The Table of Contents shall list all sections of the pricing proposal. Any amendments, additions and/ or revisions to the proposal, up to the date of agreement on price, shall include an updated Table of Contents. The Table of Contents shall include all enclosures, attachments, tables, drawings, charts, and any other material which summarizes data or information contained or referenced in the pricing proposal.

L.06.B.2. **Pricing Proposal Breakdown.** The Contract Line Item Number (CLIN) structure is provided in Section B, Supplies or Services and Price/Costs. Offerors shall utilize this structure for pricing. Offerors shall propose the necessary labor, material, equipment, and services to meet the full performance objectives outlined in this Solicitation, including betterments.
L.06.B.2.a. In addition, Offerors shall submit the total proposed price consisting of the all CLINs and/or items listed in the Offerors' Schedule of Values (excluding options).
L.06.B.2.b. Offerors shall include a narrative of assumptions and explanations with their pricing including any betterments.
L.06.B.2.c. Offerors are hereby notified that even though additional data to support proposed prices are not initially requested in this Solicitation, the Contracting Officer reserves the right to request such data if they are later found necessary.
L.06.B.2.d. All work required by the Statement of Work/Drawings and Specifications shall be included in the Offeror's pricing. It is the Offeror's responsibility to make reasonable assumptions of amount and type of work required. USIBWC shall not be bound by any assumptions made by the Offeror. Failure of the Offeror to provide pricing for work required is not grounds for a contract modification.

L.06.C. *Cost Information in Other Volumes.* No cost or pricing information shall be included in Technical Proposal (Volume II).

L.06.D. *Page Numbering.* All pages in the Pricing Proposal shall be consecutively numbered (including pages with tables and exhibits). The Offeror shall clearly identify all exhibits and supporting information.

L.06.E. *Rounding of Costs.* All price or cost amounts proposed shall be expressed to the nearest whole dollar except for individual hourly labor rates (if required). All percentages shall be expressed to one decimal place.

L.07 - Professional Behavior

A. The Offeror's team (per L.03.D.2.b.), their employees, and their representatives shall conduct themselves in aprofessional manner.
L.7. A.1. Any entry onto USIBWC's property to perform pre-proposal site visits shall not cause damage to said property norinterfere with any USIBWC, DHS, or authorized contract operations.
L.7. A.2. Offerors shall identify any conflicts of interest with USIBWC and/or proposed work.
L.7. A.3. Communications to USIBWC in regards to this RFP shall only be with the Contracting Officer and shall only be via email.
L.7.A.4. Offeror's team, their employees, and their representatives shall only call the Contracting Officer in case ofemergencies.
L.7.A.5. Entry onto USIBWC's secured property to perform pre-proposal site visits shall only be allowed during thescheduled site visit listed in the Solicitation.
L.7.B. If the Contracting Officer finds evidence of failure to perform in a professional manner, the details will bereported to the Technical Proposal Evaluation Committee. This information will be considered as part of the Offeror's Past Performance (per FAR 15.305(a)(2)(ii) as data "from any other sources").

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L.08 - Contractor's Contract Administration

Offeror is requested to delegate a person to be contacted for prompt contract administration.

Name: _____
Address: _____
Telephone: _____ Mobile: _____
Fax: _____
E-mail: _____
The email address listed above must be a business, corporate, or enterprise managed email account. Personal, free, consumer, disposable, temporary, or anonymous email accounts will not be accepted for official contract administration communications or access to IBWC authorized platforms.

Section M - Evaluation Factors for Award

M.01 - Evaluation Factors For Phase One

A. The Government will award a Contract resulting from this Solicitation to the responsible Offeror(s) whose offer conforming to the Solicitation demonstrates that they are the most highly qualified to perform the work pursuant to FAR Subpart 36.3 - Two-Phase Design-Build Selection Procedures.
B. Proposals according to the criteria listed in this provision. Subfactors are evaluated independently to arrive at an evaluation of the factor. Subfactors are not part of the order of importance. Subfactors are only used to determine the rating of the associated factors. The following evaluation factors and subfactors shall be used to evaluate offers.
a. Submittal Compliance
1. Formatting
2. Instructions
b. Technical Approach
c. Technical Qualifications
1. Contracting Entity
2. Team
3. Organizational Chart
d. Capability to Perform
1. Key Members
2. Design Team
3. Construction Team
4. QC Testing Laboratory
5. Design-Build Training
6. Other Key Personnel
7. Acknowledgement
e. Past Performance
1. SF-330s
2. Answers
f. Financial Condition
1. Bonding Capacity
2. Workload
3. Insurance
4. Backlog
5. References
C. Relative Importance of Factors
a. Phase One factors are equal in importance.
D. Proposals will be evaluated in accordance with the criteria set forth in L.02 to determine the Offeror’s demonstrated ability to provide the required services. The Government will conduct a full evaluation of the proposal in accordance with the stipulated criteria. The Offeror must address all the requirements of the Solicitation and must include all information specifically required in all section of the Solicitation.

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M.02 - Basis For Award

A. Award will be made to the responsible Offeror submitting a proposal which conforms to the solicitation and is most advantageous to the Government considering the factors and any significant subfactors listed in this provision.
B. The relative importance to be placed on the evaluation factors in relation to each other is listed below under "Phase Two Evaluation Factors for Award." If a proposal is determined by the Contracting Officer to be "technically unacceptable" as a result of evaluating all factors other than cost or price, the proposal may be rejected from further consideration. The Contracting Officer reserves the right to make award to either a lower cost/price, lower-scored Offeror or a higher-rated, higher-cost/price Offeror based on a rational tradeoff between evaluation factors other than cost or price and cost or price. Since technical proposals are being solicited to obtain information to be used in the evaluation, the Government reserves the right to use information outside of the proposal to evaluate the capability of Offerors and the value of offers.
C. Pursuant to FAR 15.305, a cost or price evaluation may be performed to determine the reasonableness of costs/prices proposed and the Offeror's understanding of, and ability to perform, the prospective contract.

M.03 - Phase Two Evaluation Factors For Award

A. The following factors and subfactors, will be considered in evaluating proposals in Phase Two and making the source selection:
a. Technical Factors. A Technical Proposal Evaluation Committee will evaluate the Phase Two Proposals according to the criteria listed in this provision. Subfactors are evaluated independently to arrive at an evaluation of the factor. Subfactors are not part of the order of importance. Subfactors
are only used to determine the rating of the associated factors. The following evaluation factors and subfactors shall be used to evaluate offers. Make sure this list matches that of Technical Proposal Instructions (L.05)
1. Technical Plan for Design and Construction
(a) Team
(b) Main Features of Work
(c) Resources
(d) Proposed Betterment(s)
2. Past Performance
3. Experience
(a) Organizational Structure
(b) QC Team and Onsite Project Management
4. Safety
(a) Hazards
(b) OSHA Data
5. Schedule
(a) Schedule
(b) Narrative
6. Resource/Value Information
(a) Design Effort
(b) Construction Labor
(c) Construction Equipment
(d) Construction Materials
(e) Schedule of Values
7. Submittal Compliance
(a) Formatting
(b) Instructions
b. Cost/Price Factors. The following evaluation factors are listed.
1. Total Contract Price
2. Option Price
B. Relative Importance of Factors
a. Technical factors 1 through 7 are listed in descending order of importance.
b. Cost/Price factors 1 and 2 are listed in descending order of importance.
c. All non-price evaluation factors, when combined, are considered to be approximately equal to cost or price.

M.04 - Phase Two Offer Evaluation

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A. General Instructions for Evaluation Plan. Proposals received in response to this Request for Proposal (RFP) will be evaluated in accordance with the process as established in this solicitation and applicable Federal Acquisition Regulations (FAR).
B. Review of Proposals. An adjectival rating system has been established prior to the issuance of this solicitation. Before this system will be applied, however, all proposals received will undergo an initial review to determine if any proposals are nonresponsive.
A nonresponsive proposal is defined as a proposal that neglects to contain mandatory information or documents requested in the solicitation. A nonresponsive proposal is also one that does not follow the requested format as stated in the Evaluation Approach section below. Firms submitting nonresponsive proposals will be notified upon the determination of such nonresponsiveness.
a. Proposal Evaluation. Careful, full, and impartial consideration will be given to all proposals received prior to the closing date/time of this solicitation.
b. Evaluation Approach.
1. Proposals shall be subject to evaluation by a team of Government personnel. Proposals must demonstrate:
(a) Understanding of the Government's requirement and the means required to fulfill those requirements.
(b) Completeness of the Offeror's analysis of each evaluation factor and subfactor.
(c) Feasibility of performing all terms and conditions of the Solicitation within the Government's requirements.
2. All submissions shall have a separate section for responding to each factor.
3. A complete set of proposals will be provided to each member of the evaluation team. Only after the evaluation team has completed the evaluation on the non-price factors, will the price be reviewed. Price is not a scored factor.
4. The evaluation team will rank each proposal in terms of the evaluation factors and subfactors listed in this section. Each proposal will be evaluated in accordance with its written content; the evaluation team will not assume that the Offeror's performance will include areas of investigation or development not specified in the Offeror's written proposal, but pertinent information available to the evaluation team outside of the proposal may also be used to evaluate the proposal. Each member of the evaluation team will make an independent evaluation of each proposal. The evaluation will proceed as follows:
(a) The evaluation team will evaluate each proposal in terms of the Evaluation Factors for Award.
(b) Each team member will independently review the proposal as it relates to each individual evaluation factor noting strengths, weakness, and deficiencies. Subfactor and factor ranking are individual while proposal ratings are based upon team consensus.
(c) The team members will keep careful notes on their evaluation sheet, indicating the
supporting reasons for the evaluation given. The net results of the individual determinations will be reported on the consensus evaluation sheet by the chairperson of the evaluation board.
(d) Upon completion of the evaluation of all proposals, each member will sign and date the team report. Each member's exhibits will be attached as a backup to the consensus evaluation sheet prepared by the Chairperson.
c. Any proposal having an overall rating or any factor rating of "Unsatisfactory" will not be considered for award. The justification for assigning these ratings will be provided in a narrative format in the team report.

M.05 - Scoring Adjectives and Definitions

A. Technical Scoring Adjectives. The following adjectives will be used in evaluating all the technical factors and subfactors, except for past performance, and for the technical proposal as a whole:
Exceptional: Exceeds the solicitation requirements and exemplifies a thorough understanding of all aspects of the requirements to the extent that timeliness and the highest quality performance is anticipated. Contains strengths, exceptional features, or innovations that should substantially benefit the project. There are no deficiencies and one or more significant strengths. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is extremely low.
Very Good: Demonstrates good understanding of requirements that is anticipated to result in a high level of efficiency, productivity, or quality. May have one of more strengths. Strengths outweigh any weaknesses. Risk of unsuccessful performance is very low.
Satisfactory: Demonstrates adequate understanding of solicitation requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is low.
Marginal: Demonstrates superficial or vague understanding of the solicitation requirements. Has weaknesses that are not offset by strengths. Only marginally meets performance or capability standards necessary for minimal, but acceptable, contract performance. The risk of unsuccessful contract performance is moderate.
Unsatisfactory: Does not meet the solicitation requirements. There is at least one significant weakness and/or deficiency which indicates a failure to understand the solicitation requirements. The risk of unsuccessful performance is high.
B. Past Performance Scoring Adjectives. The following adjectives will be used in evaluating past performance:
Exceptional: Performance meets contractual requirements and exceeds many requirements. The contractual performance of the element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective. The Government has a high degree of confidence and no doubt that the Offeror can successfully achieve the requirements of the solicitation. Past performance exceeds "Very Good."
Very Good: Performance meets contractual requirements and exceeds some requirements. The contractual performance of the element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

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The Government has a high degree of confidence that the Offeror can successfully achieve the requirements of the solicitation. Past performance exceeds "Satisfactory."
Satisfactory: Performance meets contractual requirements. The contractual performance of the element being assessed contains some minor problems for which corrective actions taken by the contractor were, or appear to be, satisfactory. The Government has reasonable confidence that the Offeror can successfully achieve the requirements of the solicitation.
Marginal: Performance does not meet some contractual requirements. The contractual performance of the element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions or the contractor's proposed actions appear only marginally effective or were not
fully implemented. The Government is not confident that the Offeror can meet the requirements of the solicitation. Past performance is less than "Satisfactory."
Unsatisfactory: Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element being assessed contains serious problem(s) for which the contractor's corrective actions were, or appear to be, ineffective. The Government has no confidence that the Offeror can meet the requirements of the solicitation. Past performance is less than "Marginal."
Neutral: Pursuant to FAR 15.305(a)(2)(iv), in the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance.
C. Definitions.
"Significant Strength" is an aspect of the proposal that appreciably increases the likelihood of successful contract performance.
"Strength" is an aspect of the proposal that increases the likelihood of successful contract performance. (Simple adherence to the requirements of the solicitation is compliance and shall not be listed as a strength.)
"Deficiency" is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.
"Weakness" means a flaw in the proposal that increases the risk of unsuccessful contract performance. (Failure to provide items listed in respective proposal instructions will be considered a weakness.)
"Significant Weakness" is a flaw in the proposal that appreciably increases the risk of unsuccessful contract performance. (Failure to provide items listed in respective proposal instructions that results in an inability to evaluate factors and/or subfactors will be considered a significant weakness.)
"Magnitude" is the dollar amount of work performed. Similar in magnitude refers to projects priced at 85% of your bid and above.
"Scope" is the technical requirements of work performed. Similar in scope refers to the same type of work with comparable or greater quantities.
"Complexity" is the difficulty of performing work due to many varied interrelated parts.

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