| SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)* | 1. SOLICITATION NUMBER | 2. TYPE OF SOLICITATION | 3. DATE ISSUED | PAGE OF PAGES |
|---|---|---|---|---|
| | W50S8F26RA011 | ☐ SEALED BID (IFB) INVITATION FOR BID<br>☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL | 29 MAY 2026 | 1 138 |

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

| 4. CONTRACT NUMBER | 5. REQUISITION/PURCHASE REQUEST NUMBER | 6. PROJECT NUMBER |
|---|---|---|
| | | AQRC189015 |

7. ISSUED BY CODE W50S8F

W7NP USPFO ACTIVITY NJANG 177
KO FOR NJANG DO NOT DELETE, 400 LANGLEY RD
EGG HARBOR TOWNSHIP, NJ 08234-9500
UNITED STATES
JOSE MALDONADO, EMAIL: JOSE.MALDONADO.28@US.AF.MIL TELEPHONE: 609 761-6096

8. ADDRESS OFFER TO

| 9. FOR INFORMATION CALL: | a. NAME | b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)* |
|---|---|---|
| | JOSE MALDONADO | 609 761-6096 |

## SOLICITATION

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

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

PROJECT TITLE: F16 MISSION TRAINING CENTER
PROJECT LOCATION: EGG HARBOR TOWNSHIP, NJ

REQUEST FOR PROPOSALS (RFP) TO AWARD A SINGLE FIRM FIXED-PRICE CONTRACT FOR SERVICES, NON-PERSONAL, TO PROVIDE ALL PLANT, LABOR, TRANSPORTATION, MATERIALS, TOOLS, EQUIPMENT, APPLIANCES AND SUPERVISION NECESSARY FOR THE CONSTRUCTION OF CONSTRUCT A F-16 MTC FACILITY AT THE 177TH FIGHTER WING IN EGG HARBOR TOWNSHIP, NJ. THIS PROJECT IS SET ASIDE 100% FOR SMALL BUSINESSES. THE NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE IS 236220, WITH A SMALL BUSINESS SIZE STANDARD OF $45,000,000. THE MAGNITUDE OF CONSTRUCTION OVER $10,000,000.

11. The contractor shall begin performance within 30 calendar days and complete it within 425 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☐ mandatory ☐ negotiable. *(See* FAR 52.211-10 *).*

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

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by 01:00 PM ***(hour)*** local time 07 JUL 2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee ☒ is, ☐ is not required.

c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

d. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

## OFFER *(Must be fully completed by offeror)*

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

CODE FACILITY CODE

15. TELEPHONE NUMBER *(Include area code)*

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

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

AMOUNTS ▶

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

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

| AMENDMENT NUMBER | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| DATE | | | | | | | | | | |

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

20b. SIGNATURE

20c. OFFER DATE

## AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* ▶ ITEM

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

26. ADMINISTERED BY

27. PAYMENT WILL BE MADE BY

### *CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE*

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☐ 29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

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

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

## Section 00 00 00 - Procurement and Contracting Requirements

Instrument Name: Construction of F-16 Mission Training Center

REQUEST FOR PROPOSALS (RFP) TO AWARD A SINGLE FIRM FIXED-PRICE CONTRACT FOR SERVICES, NON-PERSONAL, TO PROVIDE ALL PLANT, LABOR, TRANSPORTATION, MATERIALS, TOOLS, EQUIPMENT, APPLIANCES AND SUPERVISION NECESSARY FOR THE CONSTRUCTION OF CONSTRUCT A F-16 MTC FACILITY AT THE 177TH FIGHTER WING IN EGG HARBOR TOWNSHIP, NJ. THIS PROJECT IS SET ASIDE 100% FOR SMALL BUSINESSES. THE NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE IS 236220, WITH A SMALL BUSINESS SIZE STANDARD OF $45,000,000. THE MAGNITUDE OF CONSTRUCTION OVER $10,000,000.

# Section 00 01 10 - Table of Contents

SOLICITATION, OFFER, AND AWARD SF 1442 and SF 1442 BACK

SECTION 00 01 10 - TABLE OF CONTENT AND NOTES

SECTION 00 21 00 - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

SECTION 00 21 16 - SUBMISSION REQUIREMENTS AND INSTRUCTIONS

SECTION 00 22 16 - PROPOSAL EVALUATIONS AND BASIS FOR AWARD

SECTION 00 45 00 - REPRESENTATIONS & CERTIFICATIONS

SECTION 00 70 00 - CONTRACT CLAUSES

SECTION 00 73 00 - WAGE DETERMINATION(S)

SECTION 01 00 00 - SPECIAL CONTRACT REQUIREMENTS

ATTACHMENT 1 - PLANS, SPECIFICATIONS (Project No. AQRC189015_Dated: May 15, 2025) AND ADDENDUMS No. 1 through 4

EXHIBIT A - Performance Relevancy Questionnaire

EXHIBIT B - Subcontractor Information and Consent Form

EXHIBIT C - Reference Questionnaire package

EXHIBIT D - Letter of Commitment

1. Instructions for the preparation of proposals are in Sections 00 21 00, 00 21 16 and 00 22 16.

2. Offeror's attention is invited to the insurance requirement contained in this solicitation **Revolutionary FAR Overhaul (RFO)** Clause 52.228-5 Insurance - Work on a Government Installation). Certification of the required coverage for the prime contractor shall be furnished prior to beginning work on this contract, and the Contracting Officer may request evidence of the required insurance at any time during the life the contract.

3. Reference RFO DFARS CD 226-O0019 for provision 252.236-7008, Contract Prices - Bidding Schedules. The term "Bidding Schedule" shall also be construed to mean "Offer Schedule" or "Schedule". The terms "bid" and "offer", and "bidder" and "offeror" shall be construed as having the same meaning in this solicitation and resulting contract.

4. Line items 0002 through 0009 are Option Line Items. See RFO FAR provision 52.217-5 Evaluation of Options, and RFO FAR clause 52.217-7 Option for Increased Quantity-Separately Priced Line Item.

*** END OF NARRATIVE ***

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

## Additional Information/Notes

| Item | Supplies/Service | Quantity | Unit | Unit Price | Amount |
|---|---|---|---|---|---|
| 0001 | Services Non-Personal. Contractor shall provide all manpower, labor, equipment, material, supervision, management, & financial resources to provide a complete & useable F-16 Mission Training Facility. All work shall strictly be in accordance Drawings and Specifications dated 15 May 2025, addendums 1, 2, and 3 and applicable codes; local, state, & federal regulations; industry standards; and commonly accepted best practices.<br>Pricing Arrangement: Firm Fixed Price | 1 | Job | | |
| Option Line Item 0002 | Option Line Item (OLI) 1 - 33 New Parking Spaces. Services Non-Personal. Contractor shall provide all manpower, labor, equipment, material, supervision, management, & financial resources to provide a complete & useable F-16 Mission Training Facility. All work shall strictly be in accordance Drawings and Specifications dated 15 May 2025, addendums 1, 2, and 3 and applicable codes; local, state, & federal regulations; industry standards; and commonly accepted best practices.<br>Pricing Arrangement: Firm Fixed Price | 1 | Job | | |
| Option Line Item 0003 | Option Line Item (OLI) 2 - South Parking 77 New Spaces. Services Non-Personal. Contractor shall provide all manpower, labor, equipment, material, supervision, management, & financial resources to | 1 | Job | | |

| | | | | | |
|---|---|---|---|---|---|
| | provide a complete & useable F-16 Mission Training Facility. All work shall strictly be in accordance Drawings and Specifications dated 15 May 2025, addendums 1, 2, and 3 and applicable codes; local, state, & federal regulations; industry standards; and commonly accepted best practices.<br>Pricing Arrangement: Firm Fixed Price | | | | |
| Option Line Item 0004 | Option Line Item (OLI) 3 - Masonry Veneer. Services Non-Personal. Contractor shall provide all manpower, labor, equipment, material, supervision, management, & financial resources to provide a complete & useable F-16 Mission Training Facility. All work shall strictly be in accordance Drawings and Specifications dated 15 May 2025, addendums 1, 2, and 3 and applicable codes; local, state, & federal regulations; industry standards; and commonly accepted best practices.<br>Pricing Arrangement: Firm Fixed Price | 1 | Job | | |
| Option Line Item 0005 | Option Line Item (OLI) 4 - Entry Monolith. Services Non-Personal. Contractor shall provide all manpower, labor, equipment, material, supervision, management, & financial resources to provide a complete & useable F-16 Mission Training Facility. All work shall strictly be in accordance Drawings and Specifications dated 15 May 2025, addendums 1, 2, and 3 and applicable codes; local, state, & federal regulations; industry standards; and commonly accepted best practices.<br>Pricing Arrangement: Firm Fixed Price | 1 | Job | | |
| | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| Option Line Item 0006 | Option Line Item (OLI) 5 - Mechanical Yard Masonry Wall. Services Non-Personal. Contractor shall provide all manpower, labor, equipment, material, supervision, management, & financial resources to provide a complete & useable F-16 Mission Training Facility. All work shall strictly be in accordance Drawings and Specifications dated 15 May 2025, addendums 1, 2, and 3 and applicable codes; local, state, & federal regulations; industry standards; and commonly accepted best practices. Pricing Arrangement: Firm Fixed Price | 1 | Job | | |
| Option Line Item 0007 | Option Line Item (OLI) 6 - Concrete Surface Mechanical Yard. Services Non-Personal. Contractor shall provide all manpower, labor, equipment, material, supervision, management, & financial resources to provide a complete & useable F-16 Mission Training Facility. All work shall strictly be in accordance Drawings and Specifications dated 15 May 2025, addendums 1, 2, and 3 and applicable codes; local, state, & federal regulations; industry standards; and commonly accepted best practices. Pricing Arrangement: Firm Fixed Price | 1 | Job | | |
| Option Line Item 0008 | Option Line Item (OLI) 7 - Add Sign. Services Non-Personal. Contractor shall provide all manpower, labor, equipment, material, supervision, management, & financial resources to provide a complete & useable F-16 Mission Training Facility. All work shall strictly be in accordance Drawings and Specifications dated 15 May 2025, addendums 1, 2, and 3 and | 1 | Job | | |

| | | | | | |
|---|---|---|---|---|---|
| | applicable codes; local, state, & federal regulations; industry standards; and commonly accepted best practices. Pricing Arrangement: Firm Fixed Price | | | | |
| Option Line Item 0009 | Option Line Item (OLI) 8 - Add Concrete Support Simulator. Services Non-Personal. Contractor shall provide all manpower, labor, equipment, material, supervision, management, & financial resources to provide a complete & useable F-16 Mission Training Facility. All work shall strictly be in accordance Drawings and Specifications dated 15 May 2025, addendums 1, 2, and 3 and applicable codes; local, state, & federal regulations; industry standards; and commonly accepted best practices. Pricing Arrangement: Firm Fixed Price | 1 | Job | | |

# Section 00 21 00 - Instructions

## SECTION 00 21 00 INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

### 1. SCOPE

1.1. You are invited to submit a proposal in response to our Request for Proposal **W50S8F-26-R-A011** for Project No. AQRC189015 at the 177th Fighter Wing (FW) in Egg Harbor Twp, NJ. As a result of this solicitation, the Government intends to award a single Firm Fixed Price (FFP) contract to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

1.2. This solicitation is set-aside 100% for small businesses.

### 2. NOTICE OF PRE-PROPOSAL CONFERENCE

2.1. A pre-proposal conference will be conducted on **10 June 2026 at 1:30 PM** for the purposes of briefing on the proposal requirements and answering questions regarding this solicitation. This conference will be held at the 177th FW in Building 410 classroom. Interested Contractors are highly encouraged to attend the pre-proposal conference. The site visit will be held following the conference.

2.2. Due to security conditions, all offerors must register to attend this conference and site visit. Email the following information for all attendees to 177fw.contracting.org@us.af.mil with the subject line - "Pre Proposal Conference registration for W50S8F-26-R-A011".

Visitor's Name

Last Four Digits of Social Security No.

Driver's License No., State Issued and Expiration Date

Date of Birth

Citizenship

2.3. This information must be provided in advance, **not later than _7_ business days prior to the meeting,** in order to ensure access to the military base and conference site and ensure adequate seating for the conference attendees. Even if you have access to the base you must register to ensure adequate seating. The furnishing of the above information is voluntary; however, your failure to furnish all or part of the requested information may result in the Government's denial of your access to the pre-proposal conference. This information will be provided to the Base Security Forces who will authorize your entrance to the site.

2.4. Visitors must pick up their passes at the Installation's Main Entry Gate prior to arrival. You will be required to present the following information upon arrival: (1) Vehicle Registration, (2) Valid Driver's License, (3) Proof of Insurance for Vehicle, and/or (4) Safety Inspection and Car Rental agreement if applicable. Any of the above information furnished by you is protected under the Privacy Act and shall not be released unless permitted by law and /or you have consented to such.

2.5. Information provided at this conference or site visit shall not qualify the terms and conditions of the solicitation and specifications. Terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing. If an amendment is issued, normal procedures relating to the acknowledgment and receipt of solicitation amendments shall apply.

2.6. A record of the conference will be made and furnished to all prospective offerors via posting to SAM.gov. The record will include information provided in the meeting.

**3. FORMAL COMMUNICATION, OFFEROR EXPLANATIONS**

3.1. Submit all questions via email to the contracting office at the address shown below, **NOT LATER THAN 1:00 PM EST, 26 June 2026**. Do NOT contact the A-E or Engineering personnel directly. Doing so will only delay the response to your question.

Email: 177fw.contracting.org@us.af.mil

Subject Line: RFP Question for W50S8F-26-R-A011

**INQUIRIES SHALL BE SUBMITTED VIA EMAIL AND INCLUDE THE FOLLOWING INFORMATION:**

Date of Proposal Inquiry:

From: _____

Company Name: _____

Phone Number: _____

Email address: _____

Proposal Inquiry: Be specific as to part of solicitation you are questioning.

3.2. Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, or proposals, drawings, specifications, etc. must be requested in writing and with sufficient time allowed for a reply to reach offerors before the submission of their offer.

3.3. All questions and requests for information (RFI) must be received NOT LATER THAN the fifth working day prior to closing and will be posted not later than two working days prior to closing. OFFERORS ARE STRONGLY ENCOURAGED TO SUBMIT QUESTIONS EARLY IN THIS PROCESS. The Contracting Officer reserves the right to address questions received after the fifth day prior to solicitation closing with those offers deemed compliant and/or in the competitive range after closing.

3.4. Any interpretations made will be in the form of an amendment of the solicitation, drawings, specifications, etc., and will be furnished to all prospective offerors via posting to www.sam.gov.

3.4.1. Receipt by the offeror must be acknowledged in the space provided on the SF 1442 or by returning a signed copy of the amendment by the time set for receipt of proposals. Explanations or instructions given in a form other than an amendment to the solicitation shall not be binding. Questions (on a non-attribution basis) and answers shall be furnished to all prospective offerors via the web site.

3.4.2. For security reasons, all technical and engineering data related to this solicitation will be distributed using the www.sam.gov. SAM.gov is a web-based dissemination tool designed to safeguard acquisition-related information for all Federal agencies.

3.4.2.2. Interested offerors must be registered in the System for Award Management (SAM). To register go to: www.sam.gov. You will need your DUNS number to register. Instructions for registering are on the web page. (Please note the registration for access to the secure site takes approximately 15 business days, so plan accordingly.)

**4. AMENDMENTS PRIOR TO DATE SET FOR RECEIPT OF PROPOSALS**

4.1. The right is reserved, as the interest of the Government may require, to revise or amend, the specifications or drawings or both prior to and/or after the date set for receipt of proposals as necessary. Such amendments, if any, will be announced by an amendment or amendments to this Request for Proposal. All information relating to this RFP, including pertinent changes/amendments and information prior to the date set for receipt of proposals will be posted at www.sam.gov.

4.2. Offerors are strongly cautioned to check this site frequently and to "refresh" their web page to ensure they have the lasted information.

**5. ELECTRONIC PROPOSAL**

5.1. Offerors shall submit their proposals electronically, as described below. The offeror's proposal shall not contain classified data. The use of hyperlinks in proposals is prohibited.

5.2. Offerors shall submit proposals in response to this solicitation electronically via email to 177fw.contracting.org@us.af.mil, Subject Line: Proposal for RFP W50S8F-26-R-A011. NO OTHER TRANSMISSION METHODS (FACSIMILE, REGULAR MAIL, HAND CARRIED, ETC.) WILL BE ACCEPTED.

5.3. FILE DESCRIPTION: Include a "File Description" for each file you upload. Files shall be uploaded in PDF format.

5.4. RECEIPT OF SUBMISSIONS: For purposes of establishing whether a proposal submission is considered late, the Government considers the date/time stamp on the e-mail notification sent to the Contracting Office.

5.5. The Government will not be responsible for proposal submissions delivered to any location or by any method other that stated above. Offerors are responsible for submitting proposals in sufficient time to be received by the Government in accordance with the instructions provided.

**6. WAGE DETERMINATION**

6.1. The Construction Wage Rate Requirements, formerly known as Davis Bacon Wage Rates, are applicable to this project. Current prevailing wage determination(s) at time of issuance of solicitation are included in section 00 73 00. In the event the current prevailing Wage Determination is changed by the Department of Labor prior to the closing date of the solicitation, the most current wage determination is in effect. Should the wage rate change after closing, but prior to award, the updated Wage Determination will be incorporated by amendment and issued to all offerors that have not been eliminated from the competition. If applicable, these offerors/contractors will be given a reasonable opportunity to provide revised proposals solely to amend proposals due to Wage Determination changes. If the new determination for the primary site of the work does not change any wage rates, solicitation will be amended to include the number and date of the new determination prior to award.

6.2. Applicable wage rates can be found at www.SAM.gov.

**7. PROPOSAL EXPENSES AND PRE-CONTRACT COSTS**

This RFP does not commit the Government to pay costs incurred in preparation and submission of initial and subsequent proposals or for other costs incurred prior to award of a formal contract.

**8. REMOVAL OF SECTIONS AT TIME OF AWARD**

Sections 00 01 00, 00 21 00, 00 21 16, 00 22 16 and all exhibits will be physically removed as a result of an award, but will be deemed to be incorporated by reference in that award.

**9. DISPOSITION OF UNSUCCESSFUL PROPOSALS**

In compliance with RFO FAR 4.309 (a), the Government will retain one copy of all unsuccessful proposals.

**10. INFORMATION REGARDING AVAILABILITY OF UTILITY SERVICES**

Utilities (water, natural gas, electric, communications) are NOT available in the vicinity of the project area. It has been determined that all temporary utilities shall be the responsibility of the contractor (i.e. generator & water tanks). Propane tanks are NOT allowed. The contractor will pay all charges (hookup fees, metering, monthly usage, etc.) resulting from temporary utilities. The offerors shall take this into consideration when computing their offers.

**11. BID BONDS**

A Bid bond is required with submission of the proposal. The bid bond is due on the date as stated on the SF1442 Block 13. The bid bond must be on a SF24 form. Rejection of a bid bond shall be in accordance with RFO FAR 28.101-4, Noncompliance with bid guarantee requirements.

**12. EXCEPTIONS**

If the offeror takes exception to any of the requirements specified in this solicitation, the offeror shall clearly identify each such exception and include a complete explanation of why the exception was taken and what benefit accrues to the Government. All exceptions to the solicitation requirements (Sections 00 21 00 through 01 00 00) and supporting rationale shall be included in an addendum to the proposal and clearly labeled "Exceptions". An addendum is only

required if the offeror takes exception to any requirement in the solicitation. (The Addendum does not have a page limitation but shall only include information relevant to exceptions taken to the solicitation requirements.) The Government will assume an offeror takes no exceptions to any solicitation requirement if the offeror does not submit an Addendum identifying exceptions. Offerors are advised that solicitation requirements are not necessarily negotiable and such exceptions may render an offeror's proposal unacceptable and ineligible for award.

**13. CLAUSES**

13.1. Clauses and provisions from the Revolutionary FAR Overhaul (RFO) and/or Federal Acquisition Regulation (FAR) and supplements thereto are incorporated in this document by reference and in full text. Those incorporated by reference have the same force and effect as if they were given in full text.

13.2. Clauses and provisions in this document may not appear in consecutive order.

**14. BRAND NAME REQUIREMENTS**

This solicitation includes a Brand Name requirement for Advantor equipment specifically identified for this project. Please reference Brand Name requirement for Access Control System (ACS). The 177FW ACS is currently provided by Advantor.

**15. NG Agency Protest Program**

NG Agency Protest Program is intended to encourage interested parties to seek resolution of their concerns with the National Guard (NG) as an Alternative Dispute Resolution forum, rather than filing a protest with the Government Accountability Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods as if filed at the GAO. The NG protest decision goal is to resolve protests within 35 calendar days from filing. An agency protest may be filed with either the Contracting Officer or the NG Agency's Protest Decision Authority, but not both, in accordance with NG protest procedures.

To be timely, the protests must be filed with the periods specified in RFO FAR 33.104. To file a protest under the NG Agency Protest Program, the protest must request resolution under that program and be sent to the address below:

National Guard Bureau

Office of the Director of Acquisitions/ Head of Contracting Activity

ATTN: NGB-AQ-O 111 S. George Mason Dr. Arlington, VA 22204

Email: ng.ncr.ngb-arng.mbx.ngb-task-order-ombudsman@mail.mil

All other agency-level protests should be sent to the Contracting Officer for resolution at the address in the solicitation. See RFO FAR clause 52.233-2.

NG Public-facing, general Protest information is found at: https://www.nationalguard.mil/Leadership/Joint-Staff/Special-Staff/Director-of-Acquisitions/

*** END OF NARRATIVE ***

## FAR Provisions Incorporated by Reference

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.204-7 | System for Award Management-Registration. (Deviation 2026-O0038) | 2026-02 | | |
| 52.214-34 | Submission of Offers in the English Language. | 1991-04 | | |
| 52.214-35 | Submission of Offers in U.S. Currency. | 1991-04 | | |
| 52.215-1 | Instructions to Offerors-Competitive Acquisition. (Deviation 2026-O0038) | 2026-02 | | |
| 52.222-5 | Construction Wage Rate Requirements-Secondary Site of the Work. (Deviation 2026-O0038) | 2026-02 | | |
| 52.233-2 | Service of Protest. (Deviation 2026-O0038) | 2026-02 | | |

## DFARS Provisions Incorporated by Reference

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.204-7024 | Notice on the Use of the Supplier Performance Risk System. | 2023-03 | | |

| | | |
|---|---|---|
| 252.215-7013 | Supplies and Services Provided by Nontraditional Defense Contractors. | 2023-01 |

**FAR Provisions Incorporated by Full Text**

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

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

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

(End of provision)

| | | |
|---|---|---|
| 52.228-1 | Bid Guarantee. | 1996-09 |

Bid Guarantee (Sept 1996)

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

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

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

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

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

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

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

(End of clause)

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

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

www.acquisition.gov and www.acquisition.gov/far-overhaul

(End of provision)

| | | |
|---|---|---|
| 52.252-3 | Alterations in Solicitation. | 1984-04 |

Alterations in Solicitation (Apr 1984)

Portions of this solicitation are altered as follows:

None ____ ____

(End of clause)

| | | |
|---|---|---|
| 52.252-5 | Authorized Deviations in Provisions. | 2020-11 |

Authorized Deviations in Provisions (Nov 2020)

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

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

(End of provision)

# Section 00 21 16 - Instructions to Proposers

## SECTION 00 21 16 SUBMISSION REQUIREMENTS AND INSTRUCTIONS

### 1. PROPOSAL PREPARATION INSTRUCTIONS

1.1. These instructions prescribe the format of proposals and the approach for the development and presentation of the proposal data. They are designed to ensure the submission of necessary information to provide for the understanding and comprehensive evaluation of proposals. Carefully review this section prior to commencing proposal preparation. All solicitation amendments must be acknowledged in accordance with Section 00 10 00, RFO FAR Provision 52.215-1, Instruction to Offerors - Competitive Acquisition.

1.2. Offerors are cautioned to strictly comply with all instructions within this solicitation to ensure submission of a complete proposal. Failure to furnish a complete proposal at the time of proposal submission may result in the proposal being unacceptable to the Government and eliminated from consideration for award.

### 2. PROPOSAL CONTENT

**2.1. Prospective offerors shall submit the following volumes as separate files:**

2.1.1. Submit Volume 1, Price proposal, pro forma documents, in accordance with instructions contained herein.

Volume 2, Part 1 - Technical Capability Proposal.

Subfactor 1 - Experience and Capability (limit resumes to 1 pages each)

Subfactor 2 - Construction Schedule (schedule no page limit; narrative - no more than 2 pages)

Volume 2, Part 2 - Past/Present Performance Information

Subfactor 1 - Project Execution

Subfactor 2 - Management Effectiveness

Subfactor 3 - Client Satisfaction

Exhibit A - Performance Relevancy Questionnaire

### 2.2. PROPOSAL FORMAT

2.2.1. Purpose: The proposal shall include all the information requested in the specific instructions. Failure to include all information requested may adversely affect the evaluation.

2.2.2. A proposal that merely reiterates or promises to accomplish the requirements of the RFP will be considered unacceptable. A proposal that is orderly and sufficiently documented will be easy for the Government to understand and will enable the Government to perform a thorough and fair evaluation.

2.2.3. Offerors are cautioned to submit enough information to enable the evaluation committee to fully ascertain each offeror's capability to perform all the requirements contemplated by this solicitation. All commitments made in the proposal may become a part of the resultant contract. The data submitted with each proposal should be complete and concise, but not overly elaborate. Excessive reliance on promotional brochures is discouraged.

2.2.4. Proposals shall be prepared on standard 8.5 x 11 inch pages (charts may be landscaped but must be on 8.5 x 11 inch pages) and shall be in a legible font size (10 min.). All pages of each proposal shall be appropriately numbered and identified with the RFP number. For ease of reference, consecutive page numbering is required. Type size for graphics, charts, diagrams and tables shall be of an appropriate font and size for the application, and must be clearly readable without magnification assistance to the normal eye. Text lines will be no less than single-space. Where page limits exist, a page is defined as one single side of a page. To the maximum extent practicable, proposal submission shall be double sided. Unless otherwise stated, tabs, indexes and dividers do not count in the page limit.

2.2.5. The cover of each volume will clearly identify the offeror's name, Project number, RFP number, RFP title and copy number, (e.g. copy 2 of 3). Binders for this proposal will not be accepted, see electronic copy below.

2.2.6. Indexing: Each volume will contain a "Table of Contents" for that volume. The "Table of Contents" will identify major areas, paragraphs and subparagraphs by number and title, as well as by page number and volume locations. Tab indexing will be used to identify Sections as appropriate.

2.2.7. Electronic submission: Offerors shall submit their proposals electronically, as described below. The offeror's proposal shall not contain classified data. The use of hyperlinks in proposals is prohibited.

2.2.8. The offeror shall be held responsible for the validity of all information supplied in his/her proposal, including that provided by potential subcontractors. Should subsequent investigation disclose that the facts and conditions were not as stated, the proposal may be rejected.

**2.3. PROPOSAL VOLUME CONTENTS.** Each offeror's proposal shall be submitted as set forth below and all information shall be confined to the appropriate part to facilitate independent evaluation. Proposals, which do not include the requested minimum information, may be eliminated from further consideration for award.

**2.3.1. VOLUME 1, PRICE/COST INFORMATION AND PRO FORMA DOCUMENTS**

2.3.1.1. Offerors shall provide all price/cost information necessary to provide a meaningful basis for Government's analysis and evaluation of price/cost for the project set forth in Section 00 22 16 of this solicitation. The Government is not, and does not intend on, requesting certified cost or pricing data. Offerors may be required during the evaluation process to provided sufficient price/cost information that will enable the Government to perform a meaningful evaluation.

2.3.1.2. Provide an introductory page to include CAGE Code, Unique Entity Identification (UEI), Tax Identification Number (TIN), points of contact, authorized negotiators, contact phone, facsimile numbers and email addresses. Also, include your business socioeconomic status, e.g. small business, woman-owned small business, HUBZone small business, etc.

2.3.1.3. Offer and Section 00 10 00 - Complete in its entirety the "Offeror" portion of the Standard Form (SF) 1442. An official having the authority to contractually bind your company must sign the SF 1442 in accordance with RFO FAR 4.207. One copy of the SF 1442 is required to have an original signature.

2.3.1.4. Section 00 10 00 - Insert the price/cost associated with the project in the line items. All line items (CLINs) must be priced to be considered.

2.3.1.5. Representations and Certifications (Section 00 45 00): Ensure all fillable provisions from Section 00 45 00 are filled out in their entirety. If the offeror's representations and certifications within System for Award Management (SAM) are current, these provisions do not need to be submitted separately with the proposal. However, any provision that is not included in the current SAM representations and certifications SHALL be completed in its entirety and submitted with the proposal.

2.3.1.6. All potential offerors are required to register in the System for Award Management. See RFO FAR Provision 52.204-7, System for Award Management.

2.3.1.7. Joint Venture Requirements - Parties wishing to propose as a joint venture must submit, with the Pro Forma documents, an executed copy of the joint venture agreement. The joint venture agreement shall be executed in accordance with RFO FAR 4.207(d). Each joint venture partner shall submit evidence satisfactory to the Contracting Officer that its Board of Directors has approved its participation in the joint venture or by an instrument of similarly binding character in the case of an unincorporated entity. Offerors are reminded that to obtain an award the awardee, to include a joint venture, must be registered in the System for Award Management (SAM) database. Applicable to set-aside solicitations: Joint Ventures must meet applicable size standards (See RFO FAR Subpart 19.1). Submit with the proposal any size determination for the Joint Venture entity received from the Small Business Administration. A Joint Venture where-in one party is not a small business may be referred to the Small Business Administration (IAW RFO FAR 19.201-1(b)) to determine eligibility. All questions regarding Joint Ventures must be directed to the Small Business Administration (SBA) and not the Contracting Officer.

### 2.3.2. VOLUME 2, PART 1, OFFEROR TECHNICAL CAPABILITY PROPOSAL

2.3.2.1. Volume 2 Part 1 is comprised of two (2) subfactors: Subfactor 1, Experience & Capability Subfactor 2, Construction Schedule.

2.3.2.1.1. The Government acknowledges that the technical proposal will involve discussion of some of the same projects/contracts discussed in the Past Performance volume. While Past Performance examines how an offeror performed in the past to determine the probability of success on future projects, this subfactor examines the offeror's experience with complex multidiscipline project management and execution and how the offeror demonstrates an understanding of the contract's requirements taking this experience into consideration. The Government intends to use

Exhibit A Part 1 information in the evaluation of experience for Subfactor 1. A reiteration of the information provided in Exhibit A is neither required nor desired. Offeror should reference this information by providing a short summation of their relevant experience to meet the submission requirements of this subfactor.

**2.3.2.2. Subfactor 1: Experience and Capability.** The Experience and Capability Proposal is limited to 10 single pages, excluding tabs, indexes and resumes as noted below. Pages in excess of the limit will not be evaluated.

2.3.2.2.1 Demonstrate offerors technical experience and capability to perform a project of this magnitude and complexity. Discuss and provide experience of key construction personnel including, but not limited to, Estimator, - Project Manager, Site Superintendent(s), Quality Control Manager (on site) and Safety Manager (Reference minimum qualifications for Key Personnel in Section 01 00 00 Division 01 - Special Contract Requirements Subsection 35). Discuss any previous projects that are similar to this project in terms of scope, size and complexity. If no experience so state and indicate in detail how you plan to overcome this lack of experience. The onus is solely on the offeror to indicate in detail how the offeror plans to overcome this lack of experience. (Resumes or experience cut sheets are limited to 1 pages each and are not part of the page count.) In the event the intended person is not part of the offeror's organization at the time the proposal is submitted then a completed Exhibit B, "Subcontractor/Team/Key Personnel Information and Consent Form" is also required or the information will not be considered. The Exhibit D Consent form or Letter of Intent is required for the Subcontractor to be considered.

**2.3.2.3. Subfactor 2: Construction Schedule.** The construction schedule and commissioning approach/timeline is obtained for the purposes of evaluating an offeror's understanding of the requirements of the schedule and commissioning. The Schedule itself is not subject to page limits; however, any narrative accompanying the schedule submission is limited to **2 pages, excluding tabs and indexes.**

2.3.2.3.1. Provide a Construction Schedule in a Gantt chart that shows the complete project schedule from Notice to Proceed date of _1 October 2026_ (estimated) to include all construction activities as well as concurrent activities and outline the critical path activities that will show successful execution of the construction project within the period of performance requirements. Also include a narrative discussing the scheduling processes and resource allocation that ensure completion and control of schedule progress from beginning to the end of the project.

### 2.3.3. VOLUME 2, PART 2 OFFEROR PAST/PRESENT PERFORMANCE INFORMATION

2.3.3.1. Volume 2 Part 2 is obtained for the purpose of evaluating Past/Present Performance. Past/Present Performance includes current/on-going performance that is complete to 70% or greater. Volume 2 includes the offeror's Performance Relevancy Questionnaire, Exhibit A Parts 1 and 2; and any discussion and or additional information, awards, letters, etc. concerning past/present performance the offeror includes. Offerors are cautioned to complete all the questions on the Exhibit A Parts 1 and Part 2. Detailed instructions are included in Exhibit A.

2.3.3.2. Offerors shall use the Reference Package, Exhibit C, to obtain references from past and present clients.

2.3.3.3. Past/Present Performance, which includes current on-going (present) performance that is complete to 70% or greater will be evaluated using the evaluation criteria set forth in Section 00 22 16 of the solicitation. If the offeror represents the combining of two or more companies, joint venture or formal teaming agreement, for the purpose of this RFP, each company shall complete Exhibit As and obtain Exhibit C references. The Government may contact these references and may consider this information as well as information obtained from any other sources when evaluating the offeror's past/present performance.

2.3.3.4. Offerors shall discuss their performance using the Performance Relevancy Questionnaire format, Exhibit A, Part 1. Prepare not more than (3-5) of these documents. Contractors should select their projects carefully because the quality of the contractor's relevant performance is more important than the quantity of projects submitted.

2.3.3.5. Use the Exhibit A format to provide information that demonstrates a history of performance on contracts that are similar in scope, complexity, and cost magnitude to this project's plans and specifications. Explain what aspects of the contract you find relevant to the proposed effort and identify how each contract ranks, in terms of relevancy, with respect to the other contracts addressed in proposal.

2.3.3.6. Offerors should consider the currency and relevancy of the past/present performance information to be considered, the performance must have been completed during the past five (5) years. The period begins five (5) years prior to the solicitation release date and includes current performance. Performance that is more current may have greater impact than older performance.

2.3.3.7. In determining relevancy to the solicitation requirement, offerors should consider the similarity of construction methods employed, size, scope, cost magnitude, location, client type (e.g. federal government) and complexity of work performed to those required for the proposed effort. Location should also be considered.

2.3.3.8. Offerors are encouraged to include with their proposal information any problems encountered on the identified contracts and the offeror's corrective actions.

2.3.3.9. Offerors lacking relevant present/past performance experience may submit information regarding predecessor companies, key personnel who have relevant experience or subcontractors that will perform major or critical aspects of the requirement if such information is relevant to this acquisition. Such information shall, as a minimum, include:

Name(s) of Predecessor Company/Subcontractor and/or Key Personnel

Complete Address

Telephone and email address

Brief synopsis of the experience- A resume may be submitted for "Key Personnel"

Describe relevancy to this project

2.3.3.10 Provide three (3) references, for each Predecessor Company, Subcontractor or Key Personnel. Clearly identify the contractor/individual for whom the reference information concerns.

2.3.3.11. Past Performance References - REQUIRED - A "Final" Performance Evaluation (Construction) (also referred to as CPARS Evaluation) issued for a project may be included in lieu of sending out reference package for the project. OR Offerors shall prepare and submit to prior client(s) of all the projects listed on your Exhibit A submission a Reference Package (Exhibit C) (Detailed instructions are included in Exhibit C Package). This includes correspondence explaining the requirement to obtain an independent evaluation of prior contract performance, and the Past Performance Questionnaire for use in evaluating Past Performance. Inform references that completed Performance Questionnaire should be returned to the Contracting Officer via email at: 177fw.contracting.org@us.af.mil to arrive not later than the closing date for receipt of proposals. Include **"W50S8F-26-R-A011- F16 Mission Training**

**Center"** in the subject line. Offeror must not review the Past Performance Questionnaire prior to submission. They are to be submitted by the client/evaluator directly to the Contracting Officer. Offerors should follow-up and encourage references to get the questionnaires to the Contracting Officer in a timely manner.

2.3.3.12. In assessing past performance, the Government may also consider the past/present performance of the offeror's key personnel, Estimator, Project Manager, Manager and Site Superintendent, as it relates to previous projects. In the event the intended key personnel for this solicitation's project do not have demonstrated past performance in the project(s) submitted in Exhibit A, the Government reserves to obtain reference information additional information is required.

2.3.3.12.1. Each key person without prior past performance history demonstrated on the submitted Exhibit A shall provide a summary of experience or a resume. In the event the intended person is not part of the offeror's organization at the time the proposal is submitted then a completed Exhibit B, "Subcontractor/Team/Key Personnel Information and Consent Form (Exhibit D)" or Letter of Intent, is also required or the information will not be considered. The Government may seek additional references and reserves the right to use the information provided to obtain additional references.

2.3.3.13. Offerors are advised that the Government may use all data provided by the offeror in this volume and data obtained from any other sources, to include, but not limited to, data independently obtained from other Government or commercial sources; from any other sources available to the Government, to include, but not limited to, the Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), or other databases; interviews with Program/Project Managers, Contracting Officers or rely upon personal business experience with the offeror. The Government reserves the rights to obtain and evaluate past performance information from any source it deems appropriate. While the Government may elect to consider data obtained from other sources, the burden of providing current accurate and complete past/present performance information rests with the offeror.

*** END OF NARRATIVE ***

# Section 00 22 00 - Supplementary Instructions

## FAR Provisions Incorporated by Reference

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.217-4 | Evaluation of Options Exercised at Time of Contract Award. (Deviation 2026-O0038) | 2026-02 | | |
| 52.217-5 | Evaluation of Options. (Deviation 2026-O0038) | 2026-02 | | |

# Section 00 22 16 - Supplementary Instructions to Proposers

## SECTION 00 22 16 PROPOSAL EVALUATION AND BASIS FOR AWARD

1. **GENERAL INFORMATION**

1.1. This solicitation is for a Firm Fixed Price Contract. The Government intends to award a single contract to a qualified Small Business Offeror deemed responsible in accordance with the Revolutionary FAR Overhaul (RFO), whose proposal conforms to all the RFP's requirements and is judged to represent the Best Value to the Government in accordance with the evaluation scheme set out in this solicitation. The award will be made based on the best overall (i.e. best value) proposal that is determined to be the most be the most beneficial to the Government, with appropriate consideration given to the three (3) evaluation factors: Technical, Price, and Past Performance. To arrive at a Best Value decision, the Source Selection Authority will integrate the evaluation of Past/Present Performance, Technical and Price as set out in the solicitation. In terms of the relative importance of the factors, the Technical factor is approximately equal to the Present/ Past Performance and when combined, the non-price factors are approximately equal to the Price Factor. The firm that represents the best value to the Government will be selected for award in accordance with RFO FAR 15.103-1, Tradeoff Approach.

1.2. To arrive at a Best Value decision this acquisition will utilize the RFO FAR Part 15.103-1 tradeoff process unless the lowest priced offeror (with a price deemed reasonable and realistic) is also deemed to be the highest rated in terms of non-price evaluation criteria. If the lowest priced offeror is also the highest rated in terms of non-price Factors, no tradeoff is necessary. Further, there is no tradeoff necessary between any offer that is lower priced and higher rated in terms of non-Price Factors with respect to any other offers that are higher priced and lower rated for the non-Price Factors. While the Government and the Source Selection Authority will strive for maximum objectivity, the evaluation process, by its nature, is subjective and therefore, professional judgment is implicit throughout the entire evaluation process.

1.3. The source selection process will be conducted in accordance with RFO FAR Subpart 15.2, Evaluation and Award. Offers will be evaluated using the criteria listed in "Evaluation Factors for Award." Noncompliance with the RFP requirements may raise serious questions regarding an offeror's technical ability, past performance and/or pricing and may be grounds to eliminate the proposal from consideration for contract award. Failure to include all information requested may adversely affect the evaluation. A proposal that merely reiterates or promises to accomplish the requirements of the RFP will be considered unacceptable. A proposal that is orderly and sufficiently documented will be easy for the Government to understand and will enable the Government to perform a thorough and fair evaluation.

1.4. The Contracting Officer will begin the evaluation process by conducting a proposal compliance review for all timely-received proposals for determination of basic proposal adequacy prior to providing the proposals to the evaluators. Failure to provide a complete proposal may result in the proposal being removed from further consideration for award. Failure to address any factor Technical, Past Performance and Price or any technical subfactor shall be grounds for elimination from evaluation and consideration for award.

1.5. Offerors must ensure that no pricing information is displayed in Volume 2, Technical and Past Performance Proposal.

1.6. Although the assessment of Past Performance as a specific evaluation factor is separate and distinct from the Determination of Responsibility required by RFO FAR part 9; Past Performance information obtained herein will be

used during the Government's responsibility determination. The Government also reserves the right to obtain additional information solely for the purpose of making a responsibility determination from all offerors after receipt of proposals. Requests for responsibility information do not constitute discussions.

1.7 The Government intends to evaluate proposals and award a contract without negotiating with offerors, however, there may be clarifications as described in RFO FAR 15.202(2). The Government reserves the right to conduct negotiations if the Contracting Officer, in his/her sole discretion, later determines them to be necessary or appropriate. Further, the Government reserves the right to create or not to create a competitive range.

1.8. ENFORCEABILITY OF PROPOSAL: The proposal must set forth full, accurate and complete information as required by this solicitation. By submission of the offer, the Offeror agrees that all items proposed (if applicable e.g., key personnel, subcontractors, etc.) will be utilized for the duration of the contract and any substitutions shall require prior Contracting Officer's approval.

2. **EVALUATION FACTORS FOR AWARD**

2.1. The evaluation factors are (1) Technical, (2) Past/Present Performance and (3) Price. To arrive at a Best Value decision, the Source Selection Authority will integrate the evaluation of Past/Present Performance, Technical and Price as set out in the solicitation. In terms of the relative importance of the factors, the Technical factor is approximately equal to the Present/ Past Performance and *when combined,* the non-cost factors are approximately equal to the Price Factor. The firm that represents the best value to the Government will be selected for award in accordance with RFO FAR 15.103-1 Tradeoff approach.

2.1.1. Factor 1: The Technical factor is further divided into the following subfactors:

1. Experience and Capability

2. Construction Schedule

Subfactors 1 and 2 will be rated in descending order of importance with Subfactor 1, Experience and Capability, being the most important.

Evaluation of the offeror's proposal shall address each subfactor as it applies to the Plans and Specifications. A detailed explanation of the criteria for the evaluation is set forth in the "Evaluation Approach", Paragraph 2.1.4 of this section. During evaluations of each proposal, the Government will assign each subfactor an adjectival rating and write a narrative evaluation reflecting the identified findings; however, the overall evaluation will be at the factor level. An offer which fails to provide information in any of the specified areas may be deemed incomplete and be eliminated from the competition and ineligible for further consideration.

2.1.2. Factor 2. Past Performance: Each offeror's past performance will be reviewed to determine relevancy and confidence assessment.

2.1.3. Factor 3. Cost/Price. The resulting award will be a firm fixed price contract type. Price Reasonableness will be utilized in the evaluation of the Firm-Fixed price effort.

2.1.4. The overarching evaluation approach for all factors and subfactors is as follows:

a. Adequacy of Response. The proposal will be evaluated to determine whether the offeror's methods and approach have adequately and completely considered, defined, and satisfied the requirements specified in the RFP. The proposal will be evaluated to determine the extent to which each requirement has been addressed in the proposal in accordance with the proposal submission section of the RFP.

b. Feasibility of Approach. The proposal will be evaluated to determine the extent to which proposed approach is workable and the end results achievable. The proposal will be evaluated to determine the extent to which successful performance is contingent upon proven devices and techniques. The proposal will be evaluated to determine the extent to which the offeror is expected to be able to successfully complete the proposed task and technical requirements within the required schedule.

2.2. **TECHNICAL PROPOSAL: TECHNICAL EVALUATION FACTOR RATINGS:**

2.2.1. The technical rating reflects the degree to which the proposed approach meets or does not meet the minimum performance or capability requirements through an assessment of the strengths, weaknesses, deficiencies, and risks of a proposal. This is a combined rating that includes risk associated with the technical approach in a single rating. Ratings will be assigned at the subfactor level as well as an overall factor level rating. Based on evaluation results, the Government will assign a technical rating for each of the two (2) subfactors as well as the overall technical proposal. The subfactors will be rated in descending order of importance with Subfactor 1, Experience and Capability being the most important. An offer which fails to provide information in any of the specified areas may be deemed incomplete, eliminated from the competition and be ineligible for further consideration for award.

2.2.2. The technical ratings are as follows:

| Color Rating | Adjectival Rating | Description |
|---|---|---|
| Blue | Outstanding | Proposal demonstrates an exceptional approach and understanding of the requirements and contains multiple strengths and/or at least one significant strength, and risk of unsuccessful performance is low. |
| Purple | Good | Proposal demonstrates a thorough approach and understanding of the requirements and contains at least one strength or significant strength, and risk of unsuccessful performance is low to moderate. |
| Green | Acceptable | Proposal meets requirements and demonstrates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate. |

| | | |
|---|---|---|
| Yellow | Marginal | Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high. |
| Red | Unacceptable | Proposal does not meet requirements of the solicitation and, thus, contains one or more deficiencies and is unawardable, and/or risk of performance is unacceptably high. |

2.2.3. **Subfactor 1: Experience and Capability.** The elements in subfactor 1 are of equal importance.

2.2.3.1. Using the information in Technical Proposal, and the projects/contracts discussed and listed in the Exhibit As, the Government will evaluate the extent of related experience and determine to what degree the offeror has the experience and capability to manage a complex multi-disciplined construction project comparable to the work requirements of this solicitation. Accordingly, higher ratings can be achieved by offerors whose projects more closely resemble the scope, size, and complexity of this solicitation's requirements.

2.2.3.2. The Government will evaluate the offeror's understanding of the contract requirements and determine to what degree their technical and administrative capabilities, proposed organization and management plan are adequate to meet contract requirements. To be considered adequate the Experience and Capability proposal will address the full spectrum of activities involved in the management of a resulting contract in a manner that gives the Government confidence that the offeror understands all the requirements. An adequate proposal will include the information necessary to give the Government confidence of the offeror's ability to successfully perform complete project management of the scope requirements.

2.2.3.3. Proposal must demonstrate, as a minimum, that the following key personnel: Estimator, Project Manager, Site Superintendent(s), Quality Control Manager (on site), and Safety Representative, have experience in managing projects/contracts of the same/similar dollar magnitude, size, complexity and scope, in the capacity in which they are proposed for this project (Reference minimum qualifications for Key Personnel in Section 01 00 00 Division 01 - Special Contract Requirements Subsection 35).

2.2.4. **Subfactor 2: Construction Schedule.** The Government will evaluate the proposed schedule for compliance with paragraph 2.3.2.3 of section 00 21 16 and paragraph 9 of section 01 00 00. The schedule should demonstrate an offeror's understanding of the requirements. The Construction Schedule is an integrated and networked multi-layered schedule of program/project tasks. It identifies project events, accomplishment, and criteria and the expected dates of each. These dates are based on the calendar dates provided as the starting point and the logical flow of dates provided by calculating the addition of duration of all tasks using typical schedule networking tools. Each major task will be directly traceable to the requirements of the project. The schedule should demonstrate logical task sequencing, accurate activity durations, identification of critical paths, proper resource allocation, risk assessment, alignment with project scope, stakeholder feedback, and the ability to monitor progress against the baseline schedule. The NTP date for the schedule is for the purpose of evaluation only.

**2.3. PAST/PRESENT PERFORMANCE EVALUATION**

2.3.1. The Government will evaluate the offeror's record of past and current performance to ascertain the probability of successfully performing the required efforts of the Plans and Specifications. The Past/Present Performance evaluation will consist of a "relevancy" rating and a "confidence" rating. Although there are subfactors listed below, the "confidence" ratings will be at the factor level only. Stated differently, the subfactors will be considered, but they will not receive individual confidence ratings. The Past/Present Performance evaluation will consider such things as an offeror's business practices, customer relationship, ability to successfully perform as proposed, and other considerations as described in Past/Present Performance Sub-factors, elements and other considerations. Past /Present Performance includes current/on-going (present) performance complete to 70% percent. Projects currently in progress for the National Guard will also be considered regardless of percentage complete. In assessing performance confidence, the evaluator may: (1) evaluate present and past performance information through the use of questionnaires completed by the offeror's references; (2) use data independently obtained from other Government or commercial sources; from any other sources available to the Government, to include, but not limited to, the Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), or other databases; (3) interview Program/Project Managers, Contracting Officers or rely upon personal business experience with the offeror; (4) use the information provided in the Offeror's Past Performance Relevancy Questionnaire; and (5) consider any information the offeror submits which explains any problems encountered on the identified contract and the offeror's corrective actions. The Government reserves the rights to obtain and evaluate past performance information from any source it deems appropriate.

2.3.2. The evaluation may consider Past/Present Performance information regarding predecessor companies, key personnel who have relevant experience or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to this acquisition. The evaluation will also consider information provided relative to corrective actions taken to resolve problems on past or existing, contracts.

2.3.3. An offeror with no relevant Past/Present Performance may receive a rating based on the evaluation of its predecessor companies, key personnel, and/or subcontractors provided the offeror clearly states in the proposal that the information provided about predecessor companies, key personnel, and/or subcontractors is for the purposes of enhancing the offerors past performance proposal. These ratings may not have the same weight as the ratings of the proposing company. The weight that will be afforded for this type of past performance is within the sole discretion of the Government. If such information is not applicable (i.e., the offeror does not have a predecessor company, key personnel or subcontractors with relevant experience), the offeror shall be evaluated as "Unknown Confidence" (Neutral).

3.2.4. If award will be made without conducting negotiations, offerors may be given the opportunity to resolve minor or clerical errors or clarify certain aspects of their proposal in accordance with RFO FAR 15.202(2) Clarifications.

3.3 Current, Trends and Relevancy: Evaluators will consider the performance information for currency, relevancy as well as trends in the performance as explained further below.

3.3.1. "Current" means performance occurring within the last five (5) years for the period beginning five years prior to the solicitation release date. Within this period, performance occurring later in the period may have greater significance than work occurring earlier in the period.

3.3.2. "Trends" in performance will be considered and may include but may not limited to: more current performance having greater weight than older performance; patterns or trends in performance issues as relating to, but not limited to, types of projects, work, personnel and similar elements; and whether performance shows a pattern of improvement or decline over time.

3.3.3. The Government may also consider similarity of the client type (e.g. federal government) and/or the projects sustainability requirements. The Government will consider United States Green Building Council (USGBC) LEED(r) certification achievements. The location at which work was performed to the location(s) at which work will be performed will also be considered. **Relevancy will affect an offeror's overall Past Performance rating.**

3.3.3.1. In assessing "relevancy" of an offeror's previous contracts the Government may evaluate an offeror's past performance for similarity of the construction methods, size, project scope, cost magnitude and complexity of work performed to those required for the proposed effort. The Government may also consider similarity of the client type (e. g. federal government) and/or the projects sustainability requirements. ANG projects may consider United States Green Building Council (USGBC) LEED(r). The location at which work was performed may also be considered. Relevancy weight will affect offeror's overall Past Performance Confidence rating. The more relevant the project is weighted the greater confidence there will be in the past performance assessment as a predictor of future performance.

3.3.4. The following apply to weighting relevancy considering all the elements listed above;

| **Past Performance Relevancy Ratings** | |
|---|---|
| **Rating** | **Definition** |
| Very Relevant | Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires. |
| Relevant | Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires. |
| Somewhat Relevant | Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires. |
| | |

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

3.3.4.5. Offerors who otherwise have satisfactory performance on previous construction projects may be rated Neutral if those projects are not considered relevant to the proposed acquisition and relevancy cannot be obtained through the evaluation of key personnel and/or subcontractors. Projects that are not current will not be considered in the evaluation.

3.4. Past Performance Sub-factors. There are three (3) sub-factors. The three (3) sub-factors are of equal importance. An overall evaluation for Past Performance will be at the factor level.

1. Project Execution

2. Management Effectiveness

3. Client Satisfaction

3.5. The elements that may be considered under each subfactor are described below:

3.5.1. **Project Execution:** A contractor's project execution performance is evaluated based on three key criteria: Quality Control, Timely Performance, and Safety Compliance. The assessment of quality control considers the caliber of workmanship, the effectiveness of the contractor's internal quality assurance, the prompt correction of any deficiencies, adherence to specified materials, and the thoroughness of submittals and "As-Built" documents. Timely performance is measured by the contractor's ability to adhere to the project schedule, efficiently manage delays, and promptly complete all work, including punch-list items and the submission of close-out documents. Finally, safety compliance is judged on the implementation of the safety plan, the contractor's overall safety record, and their Experience Modification Rate (EMR), where a rate above 1.0 is viewed unfavorably.

3.5.2. **Management Effectiveness:** A contractor's management effectiveness is comprehensively evaluated through their business practices, pricing, site management, and overall compliance. This assessment considers the experience of managers and subcontractors, timeliness of payments, and a cooperative, partnership-focused approach to problem-solving. Pricing is scrutinized for the accuracy and reasonableness of proposals and change order costs. Effective site management is judged by the superintendent's on-site presence, decision-making authority, and ability to enforce contract requirements and resolve problems promptly. Finally, a critical component is adherence to various standards, including sustainability requirements like USGBC recognition, federal laws and regulations covering labor and drug-free workplace policies, and the mandated utilization of small business concerns.

3.5.3. **Client Satisfaction:** To assess Client Satisfaction, a critical element of the Past Performance evaluation, evaluators will review past performance questionnaires provided by offerors references and use data independently obtained from other Government or commercial sources. They will focus on the contractor's record of overall customer satisfaction, their cooperation in resolving problems, and their effectiveness in communicating to ensure a satisfactory

resolution. Evaluation will consider such things as an offeror's business practices and customer relationship. The Government reserves the rights to obtain and evaluate past performance information from any source it deems appropriate.

3.6. The following ratings and related definitions will be used to define the performance confidence assessment.

Based on the evaluation results, the evaluators will assign the Past Performance factor one of the ratings as defined below.

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

## 4. PRICE EVALUATION

4.1. This contract is a firm fixed price contract. Price is not rated. The purpose of the price/cost evaluation is to determine whether an offeror's proposed prices/costs for the project are determined to be fair and reasonable in comparison to the competition, the current market conditions and/or recent prices for the same or similar requirements. Reasonableness of an offeror's proposal is evaluated through cost or price analysis techniques as described in RFO FAR 15.404.

4.2. The RFP requires firm-fixed prices for the individual contract line items. A price reasonableness approach will be utilized by the Government to determine that the proposed prices offered are fair and reasonable and that a "buy-in" or unbalanced pricing between CLINS or Options is not occurring.

4.3 The Government will examine price proposals for artificially low unit prices. Offers found to be unreasonably high, unrealistically low (an indication of a "buy-in"), or unbalanced, may be considered unacceptable and may be rejected on that basis.

4.4. The Government reserves the right to obtain additional information concerning the price (cost) as necessary to obtain a better understanding of the price proposed. No proposal revisions will be allowed under these conditions. Request for such information is for clarification purposes only. This does not constitute and shall not be construed as negotiations. If a minor clerical error has occurred, in which case the offeror may be given an opportunity to correct the minor error within the constraints of the "clarifications" process or the Contracting Officer in his/her sole discretion later determines negotiations to be necessary or appropriate.

4.5. In the event the Government does not award a contract pursuant to this solicitation within 90 calendar days after receipt of proposals and award will be made without negotiations, the following will apply:

4.5.1 The Government reserves the right to allow offerors to make an adjustment in their price proposals to accommodate cost changes caused by fluctuating construction material market conditions. The Contracting Officer will notify Offerors, normally by electronic mail (email) of a common closing date for receipt of the adjusted price proposals.

## 5. AWARD and DEBRIEFINGS

5.1. Award: A written award or acceptance of offer mailed, or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall be deemed to result in a binding contract without further action by either party.

5.2. Debriefings

5.2.1. Offerors excluded from the competitive range or otherwise excluded from the competition before award may submit a written request for a debriefing to the Contracting Officer in accordance with FAR 15.505.

5.2.2. After award, unsuccessful offerors may submit a written request for a debriefing to the Contracting Officer in accordance with RFO FAR 15.301

*** END OF NARRATIVE ***

# Section 00 45 00 - Representations and Certifications

## FAR Provisions Incorporated by Reference

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.203-11 | Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. | 2024-09 | | |
| 52.203-18 | Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. | 2017-01 | | |
| 52.223-1 | Biobased Product Certification. (Deviation 2026-O0038) | 2026-02 | | |
| 52.229-12 | Tax on Certain Foreign Procurements. | 2021-02 | | |

## DFARS Provisions Incorporated by Reference

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

| | | |
|---|---|---|
| 252.225-7055 | Representation Regarding Business Operations with the Maduro Regime. | 2022-05 |
| 252.225-7057 | Preaward Disclosure of Employment of Individuals Who Work in the People's Republic of China. | 2022-08 |
| 252.225-7059 | Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation. | 2023-06 |

**FAR Provisions Incorporated by Full Text**

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.203-2 | Certificate of Independent Price Determination. | 1985-04 | | |

Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that-

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

(i) Those prices;

(ii) The intention to submit an offer; or

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

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

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

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

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

(2)

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

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

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

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

(End of provision)

| | | |
|---|---|---|
| 52.209-5 | Certification Regarding Responsibility Matters. (Deviation 2026-O0038) | 2026-02 |

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

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have [ ], have not [ ], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied. Federal taxes are considered delinquent if both of the following criteria apply:

(1) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if a pending administrative or judicial challenge remains. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(2) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) The Offeror has [ ] has not [ ], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the Government will consider the certification in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) This provision does not require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

| | | |
|---|---|---|
| 52.209-7 | Information Regarding Responsibility Matters. (Deviation 2026-O0038) | 2026-02 |

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

(a) Definitions. As used in this provision-

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

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

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

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

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

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

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by

submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

| | | |
|---|---|---|
| 52.209-11 | Representation by Corporations Regarding Delinquent Tax | 2026-02 |

Liability or a Felony Conviction
under any Federal Law.
(Deviation 2026-O0038)

Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2026) (Deviation 2026-O0038)

(a) The Government will not enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.209-13 Violation of Arms Control 2026-02

Treaties or Agreements-
Certification. (Deviation 2026-
O0038)

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

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

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

[ ] (1) The Offeror certifies that-

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

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

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

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

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

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

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

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

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

(d) Do not submit an offer unless-

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

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

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

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

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

(End of provision)

**DFARS Provisions Incorporated by Full Text**

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.204-7017 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation. | 2021-05 | | |

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

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

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

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

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

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

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

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

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

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

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

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

(End of provision)

# Section 00 70 00 - Conditions of the Contract

## FAR Clauses Incorporated by Reference

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.222-3 | Convict Labor. (Deviation 2026-O0038) | 2026-02 | | |
| 52.222-7 | Withholding of Funds. (Deviation 2026-O0038) | 2026-02 | | |
| 52.222-9 | Apprentices and Trainees. (DEVIATION 2025-O0003) | 2026-02 | Deviation 2025-O0003 | 2025-03 |
| 52.223-23 | Sustainable Products and Services. (DEVIATION 2025-O0004) | 2026-02 | Deviation 2025-O0004 | 2025-03 |
| 52.225-12 | Notice of Buy American Requirement-Construction Materials Under Trade Agreements. (Alternate I) | 2014-05 | Alternate I | 2014-05 |
| 52.233-3 | Protest after Award. (Deviation 2026-O0038) (Alternate I) | 2026-02 | Alternate I | 2026-02 |
| 52.240-90 | Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038) | 2026-02 | | |
| 52.240-91 | Security Prohibitions and Exclusions. (Deviation 2026-O0038) | 2026-02 | | |
| 52.240-93 | Basic Safeguarding of Covered | 2026-02 | | |

Contractor Information Systems. (Deviation 2026-O0038)

## DFARS Clauses Incorporated by Reference

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1) | 2024-05 | Deviation 2024-O0013 | 2024-05 |
| 252.215-7996 | Notification to Offerors-Postaward Debriefings. (DEVIATION 2026-O0048) | 2026-03 | Deviation 2026-O0048 | 2026-03 |
| 252.226-7003 | Drug-Free Work Force. | 2024-08 | | |
| 252.240-7997 | NIST SP 800-171 DoD Assessment Requirements. (DEVIATION 2026-O0025) | 2026-02 | Deviation 2026-O0025 | 2026-02 |
| 252.244-7999 | Subcontracts for Commercial Products or Commercial Services. (DEVIATION 2026-O0015) | 2026-02 | Deviation 2026-O0015 | 2026-01 |

## FAR Clauses Incorporated by Full Text

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.219-14 | Limitations on Subcontracting | 2026-02 | Deviation | 2023-02 |

(DEVIATION 2021-O0008) 2021-O0008

LIMITATIONS ON SUBCONTRACTING (FEB 2023) (DEVIATION 2021-O0008)

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

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

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

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

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

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

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

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are--

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are--

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

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

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

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

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. The following services may be excluded from the 50 percent limitation:

(i) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code 562910), cloud computing services, or mass media purchases.

(ii) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's

50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

(End of clause)

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| 52.228-15 | Performance and Payment Bonds-Construction (Deviation 2020-O0016) | 2020-06 | Deviation 2020-O0016 | 2020-04 |

PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (APR 2020) (DEVIATION 2020-O0016)

(a) Definitions. As used in this clause-

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is $150,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25, except that no seal is required). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment bonds (Standard Form 25A, except that no seal is required). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection.

(i) The Government may require additional performance and payment bond protection if the

contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782. Or via the internet at http://www.fms.treas.gov/c570/.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

**DFARS Clauses Incorporated by Full Text**

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.204-7998 | Alternate A, Annual Representations and | 2026-02 | Alternate A | 2026-02<br>2026-02 |

| | |
|---|---|
| Certifications. (DEVIATION 2026-O0043) | Deviation 2026-O0043 |

Alternate A, Annual Representations and Certifications (DEVIATION 2026-O0043)(FEB 2026)

Include the following paragraphs (e), (f), and (g) in the provision at FAR 52.204-7:

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

(2) If the provision at FAR 52.204-7, System for Award Management - Registration, 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 (g) 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 (g) applies.

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

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

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

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

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

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

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of $150,000 or more.

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

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

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

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

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

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

[ ]Use with Alternate I.

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

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

[ ]Use with Alternate I.

[ ]Use with Alternate II.

[ ]Use with Alternate III.

[ ]Use with Alternate IV.

[ ]Use with Alternate V.

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

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

(g) The Offeror has completed the annual representations and certifications electronically via the SAM website at https://www.sam.gov After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-7 and paragraph (f) 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 4.203-1); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR/DFARS provision No. | Title | Date | Change |
|---|---|---|---|
| ____ | ____ | ____ | |
| ____ | ____ | ____ | |
| ____ | ____ | ____ | |
| ____ | ____ | ____ | |
| ____ | ____ | ____ | |

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

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| 252.215-7992 | Only One Offer. (DEVIATION 2026-O0048) | 2026-03 | Deviation 2026-O0048 | 2026-03 |

ONLY ONE OFFER (DEVIATION 2026-O0048) (MAR 2026)

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

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

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-2(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7994, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

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

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

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

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

____

(4) As specified in FAR 15.403-1(d), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

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

(End of provision)

# Section 00 72 00 - General Conditions

## FAR Clauses Incorporated by Reference

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.202-1 | Definitions. | 2020-06 | | |
| 52.203-3 | Gratuities. | 1984-04 | | |
| 52.203-5 | Covenant Against Contingent Fees. | 2014-05 | | |
| 52.203-6 | Restrictions on Subcontractor Sales to the Government. | 2020-06 | | |
| 52.203-7 | Anti-Kickback Procedures. | 2020-06 | | |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. | 2014-05 | | |
| 52.203-10 | Price or Fee Adjustment for Illegal or Improper Activity. | 2014-05 | | |
| 52.203-12 | Limitation on Payments to Influence Certain Federal Transactions. | 2020-06 | | |
| 52.203-13 | Contractor Code of Business Ethics and Conduct. | 2021-11 | | |
| 52.203-19 | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. | 2017-01 | | |
| 52.204-10 | Reporting Executive Compensation and First-Tier | 2026-02 | | |

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| | Subcontract Awards. (Deviation 2026-O0038) | |
| 52.204-13 | System for Award Management-Maintenance. (Deviation 2026-O0038) | 2026-02 |
| 52.204-19 | Incorporation by Reference of Representations and Certifications. | 2014-12 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038) | 2026-02 |
| 52.209-9 | Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038) | 2026-02 |
| 52.209-10 | Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038) | 2026-02 |
| 52.210-1 | Market Research. (Deviation 2026-O0038) | 2026-02 |
| 52.215-2 | Audit and Records-Negotiation. (Deviation 2026-O0038) | 2026-02 |
| 52.215-11 | Price Reduction for Defective Certified Cost or Pricing Data-Modifications. (Deviation 2026-O0038) | 2026-02 |
| 52.215-13 | Subcontractor Certified Cost or | 2026-02 |

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| | Pricing Data-Modifications. (Deviation 2026-O0038) | |
| 52.219-6 | Notice of Total Small Business Set-Aside. (Deviation 2026-O0038) | 2026-02 |
| 52.219-8 | Utilization of Small Business Concerns. (Deviation 2026-O0038) | 2026-02 |
| 52.222-4 | Contract Work Hours and Safety Standards-Overtime Compensation. (Deviation 2026-O0038) | 2026-02 |
| 52.222-6 | Construction Wage Rate Requirements. (Deviation 2026-O0038) | 2026-02 |
| 52.222-8 | Payrolls and Basic Records. (Deviation 2026-O0038) | 2026-02 |
| 52.222-10 | Compliance with Copeland Act Requirements. (Deviation 2026-O0038) | 2026-02 |
| 52.222-11 | Subcontracts (Labor Standards). (Deviation 2026-O0038) | 2026-02 |
| 52.222-12 | Contract Termination-Debarment. | 2014-05 |
| 52.222-13 | Compliance with Construction Wage Rate Requirements and Related Regulations. | 2014-05 |
| 52.222-14 | Disputes Concerning Labor Standards. (Deviation 2026-O0038) | 2026-02 |

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| 52.222-15 | Certification of Eligibility. | 2014-05 |
| 52.222-35 | Equal Opportunity for Veterans. (Deviation 2026-O0038) | 2026-02 |
| 52.222-36 | Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038) | 2026-02 |
| 52.222-37 | Employment Reports on Veterans. (Deviation 2026-O0038) | 2026-02 |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038) | 2026-02 |
| 52.222-50 | Combating Trafficking in Persons. (Deviation 2026-O0038) | 2026-02 |
| 52.222-54 | Employment Eligibility Verification. (Deviation 2026-O0038) | 2026-02 |
| 52.222-55 | Minimum Wages for Contractor Workers Under Executive Order 14026. (Deviation 2026-O0038) | 2026-02 |
| 52.222-62 | Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038) | 2026-02 |
| 52.223-5 | Pollution Prevention and Right-to-Know Information. | 2024-05 |
| 52.226-7 | Drug-Free Workplace. | 2024-05 |
| 52.226-8 | Encouraging Contractor Policies to Ban Text Messaging While | 2024-05 |

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| | Driving. | | | |
| 52.228-2 | Additional Bond Security. | 1997-10 | | |
| 52.228-5 | Insurance-Work on a Government Installation. | 1997-01 | | |
| 52.228-12 | Prospective Subcontractor Requests for Bonds. | 2022-12 | | |
| 52.229-3 | Federal, State, and Local Taxes. | 2013-02 | | |
| 52.232-17 | Interest. | 2014-05 | | |
| 52.232-23 | Assignment of Claims. (Alternate I) | 2014-05 | Alternate I | 1984-04 |
| 52.232-27 | Prompt Payment for Construction Contracts. | 2017-01 | | |
| 52.232-33 | Payment by Electronic Funds Transfer-System for Award Management. | 2018-10 | | |
| 52.232-39 | Unenforceability of Unauthorized Obligations. | 2013-06 | | |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors. | 2023-03 | | |
| 52.233-1 | Disputes. (Deviation 2026-O0038) | 2026-02 | | |
| 52.233-3 | Protest after Award. (Deviation 2026-O0038) | 2026-02 | | |
| 52.233-4 | Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038) | 2026-02 | | |

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| 52.236-2 | Differing Site Conditions. (Deviation 2026-O0038) | 2026-02 |
| 52.236-3 | Site Investigation and Conditions Affecting the Work. (Deviation 2026-O0038) | 2026-02 |
| 52.236-5 | Material and Workmanship. (Deviation 2026-O0038) | 2026-02 |
| 52.236-6 | Superintendence by the Contractor. (Deviation 2026-O0038) | 2026-02 |
| 52.236-7 | Permits and Responsibilities. (Deviation 2026-O0038) | 2026-02 |
| 52.236-8 | Other Contracts. (Deviation 2026-O0038) | 2026-02 |
| 52.236-9 | Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (Deviation 2026-O0038) | 2026-02 |
| 52.236-10 | Operations and Storage Areas. (Deviation 2026-O0038) | 2026-02 |
| 52.236-11 | Use and Possession Prior to Completion. (Deviation 2026-O0038) | 2026-02 |
| 52.236-12 | Cleaning Up. (Deviation 2026-O0038) | 2026-02 |
| 52.236-13 | Accident Prevention. (Deviation 2026-O0038) | 2026-02 |
| 52.236-15 | Schedules for Construction Contracts. (Deviation 2026- | 2026-02 |

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| | O0038) | | | |
| 52.236-17 | Layout of Work. (Deviation 2026-O0038) | 2026-02 | | |
| 52.236-21 | Specifications and Drawings for Construction. (Alternate I) | 2026-02 | Alternate I | 1984-04 |
| 52.242-13 | Bankruptcy. | 1995-07 | | |
| 52.242-14 | Suspension of Work. | 1984-04 | | |
| 52.243-4 | Changes. (Deviation 2026-O0038) | 2026-02 | | |
| 52.244-6 | Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038) | 2026-04 | | |
| 52.246-12 | Inspection of Construction. | 1996-08 | | |
| 52.246-21 | Warranty of Construction. (Alternate I) | 1994-03 | Alternate I | 1984-04 |
| 52.249-2 | Termination for Convenience of the Government (Fixed-Price). (Alternate I) | 2012-04 | Alternate I | 1996-09 |
| 52.249-10 | Default (Fixed-Price Construction). | 1984-04 | | |
| 52.253-1 | Computer Generated Forms. (Deviation 2026-O0038) | 2026-02 | | |

**DFARS Clauses Incorporated by Reference**

| Number | Title | Effective Date | Alternate Deviation | Variation Effective |
|---|---|---|---|---|

| | | Date |
|---|---|---|
| 252.201-7000 | Contracting Officer's Representative. | 1991-12 |
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials. | 2011-09 |
| 252.203-7001 | Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies. | 2023-01 |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights. | 2022-12 |
| 252.203-7003 | Agency Office of the Inspector General. | 2019-08 |
| 252.203-7004 | Display of Hotline Posters. | 2023-01 |
| 252.204-7000 | Disclosure of Information. | 2016-10 |
| 252.204-7003 | Control of Government Personnel Work Product. | 1992-04 |
| 252.204-7018 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services. | 2023-01 |
| 252.205-7000 | Provision of Information to Cooperative Agreement Holders. | 2024-10 |
| 252.209-7004 | Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism. | 2019-05 |

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| 252.222-7006 | Restrictions on the Use of Mandatory Arbitration Agreements. | 2023-01 |
| 252.223-7006 | Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials. | 2014-09 |
| 252.223-7008 | Prohibition of Hexavalent Chromium. | 2023-01 |
| 252.225-7012 | Preference for Certain Domestic Commodities. | 2022-04 |
| 252.225-7048 | Export-Controlled Items. | 2013-06 |
| 252.225-7056 | Prohibition Regarding Business Operations with the Maduro Regime. | 2023-01 |
| 252.225-7058 | Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China. | 2023-01 |
| 252.225-7060 | Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region. | 2023-06 |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports. | 2018-12 |
| 252.232-7010 | Levies on Contract Payments. | 2006-12 |
| 252.236-7000 | Modification Proposals--Price Breakdown. | 1991-12 |
| 252.236-7005 | Airfield Safety Precautions. | 1991-12 |

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| 252.236-7006 | Cost Limitation. | 1997-01 |
| 252.236-7013 | Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers. | 2023-01 |
| 252.237-7010 | Prohibition on Interrogation of Detainees by Contractor Personnel. | 2023-01 |
| 252.243-7001 | Pricing of Contract Modifications. | 1991-12 |
| 252.243-7002 | Requests for Equitable Adjustment. | 2022-12 |
| 252.246-7004 | Safety of Facilities, Infrastructure, and Equipment for Military Operations. | 2010-10 |
| 252.247-7023 | Transportation of Supplies by Sea. | 2024-10 |

**FAR Clauses Incorporated by Full Text**

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

Liquidated Damages-Construction (Sept 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the

Contractor shall pay liquidated damages to the Government in the amount of a one-time charge of $1,200 for legal services and $2,100[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)

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

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

(a) Definitions. As used in this clause-

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

Small business concern-

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

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

121.103.

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

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

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

(3) For long-term contracts-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the

SDVOSB Program. The Contractor represents that it [ ] is, [ ] is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

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

(End of clause)

| | | |
|---|---|---|
| 52.223-3 | Hazardous Material Identification and Safety Data. (Deviation 2026-O0038) | 2026-02 |

Hazardous Material Identification and Safety Data (Feb 2026) (Deviation 2026-O0038)

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The Offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Safety Data Sheet submitted under this contract.

| Material (If none, insert None) | Identification No. |
|---|---|
| _____ | _____ |
| ____ | ____ |
| ____ | ____ |

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract

providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

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

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

(a) Definitions. As used in this clause-

Caribbean Basin country construction material means a construction material that-

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

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

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

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

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

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

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

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

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

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

Cost of components means-

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

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

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

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

Designated country means any of the following countries:

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

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

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

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

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

Domestic construction material means-

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

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

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

(A) The cost of its components mined, produced, or manufactured in the United States exceeds

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

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

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

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

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

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

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

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

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

Least developed country construction material means a construction material that-

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

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

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

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

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

WTO GPA country construction material means a construction material that-

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

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

(b) Construction materials.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C.1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction material, excluding COTS fasteners. In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

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

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

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

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

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

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

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

(2) [Reserved]

(3) [Reserved]

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

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

(2) [Reserved]

(3) [Reserved]

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

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

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

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including-

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

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

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

Foreign and Domestic Construction Materials Price Comparison

| Construction material description | Unit of measure | Quantity | Price (dollars)* |
|---|---|---|---|
| Item 1: | | | |
| Foreign construction material. | ____ | ____ | ____ |
| Domestic construction material. | ____ | ____ | ____ |
| Item 2: | | | |
| Foreign construction material. | ____ | ____ | ____ |
| Domestic construction material. | ____ | ____ | ____ |

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

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

[ Include other applicable supporting information. ]

(End of clause)

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

Representation.

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

(a) Definitions. As used in this provision-

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

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if-

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

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

Payments under Fixed-Price Construction Contracts (May 2014)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TBD (Name)

TBD (Title)

TBD (Date)

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

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

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

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

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

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

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

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

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

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

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

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of1940 ( 31 U.S.C.3727 and 41 U.S.C. 6305).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

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

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

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

(End of clause)

52.248-3 Value Engineering-Construction. 2025-10

Value Engineering-Construction (Oct 2025)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering

change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) of this clause.

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

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

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

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

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

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

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

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

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the

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

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

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

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

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

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

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

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

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

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the

Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.

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

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

(f) Sharing-

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

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

(ii) 75 percent for cost-reimbursement contracts.

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

(i) Accept the VECP;

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

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

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

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

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

These data, furnished under the Value Engineering-Construction clause of contract ____, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

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

(End of clause)

52.252-2 Clauses Incorporated by 1998-02

Reference.

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://acquisition.gov and https://acquisition.gov/far-overhaul

(End of clause)

52.252-4 Alterations in Contract. 1984-04

Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

None ____ ____

(End of clause)

52.252-6 Authorized Deviations in Clauses. 2020-11

Authorized Deviations in Clauses (Nov 2020)

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

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

(End of clause)

## DFARS Clauses Incorporated by Full Text

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.236-7001 | Contract Drawings and Specifications. | 2000-08 | | |

CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall-

(1) Check all drawings furnished immediately upon receipt;

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

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

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

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

(c) In general--

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

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

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

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

| Title | File | Drawing No. |
|---|---|---|
| F-16 Mission Training Center Drawings Dated 15 May 2025 | AQRC 189015 | 2022-130-00 |
| F-16 Mission Training Center Specifications Vol I & 2 Dated 15 May 2025 | AQRC 189015 | ____ |
| Addendum No. 1-Boring log info for Storm water | Dated May 22, 2005 | B-100 and B-104 Dated May 22, 2025 |
| Addendum No. 2- Security Items Clarification | Spec 01 14 00, 05 50 13 & 22 00 00- Dated July 22, 2025 | G-002, CU101, CU102, CU202, AE101, AE104, AE207, AE208, AE504, F001, FA101, FA601, FA701, P701, EY101, ET101 |
| Addendum No. 3 - Updated Specs and Drawings | 00 22 13.0020 and 32 92 19 dated November 5, 2025 | G-001, CS101, CS102, CU101, CU102, C504, SB502, AE101, AE102, AE501, IF101, FX401, EL101, EP101, EP102, EP600, EP700, EP703, EY101 Dated November 5, 2025 |
| Addendum No. 4 - Excess Soil Haul Route | May 27, 2026 | GC 100, C-001 |

(End of clause)

# Section 00 73 00 - Supplementary Conditions

## SECTION 00 73 00 Special Contract Requirements

"General Decision Number: NJ20260025 05/18/2026

State: New Jersey

Construction Types: Building

Counties: New Jersey Counties of
Atlantic

Modification Number Publication Date
0 01/02/2026
1 05/18/2026

ASBE0089-004 07/01/2025
Rates Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (includes
the application of all insulating materials,
protective coverings, coatings and finishings to
all types of mechanical systems; also, the
application of firestopping material to openings
and penetrations in walls, floors, ceilings and
curtain walls; also, all lead
PAID HOLIDAYS: The last day prior to the Christmas
and New Year's Day observed holiday: 4 hrs. pay.....$ 55.80 40.80
---

BRNJ0002-013 05/01/2021
Rates Fringes
Work on high stacks: 22% per hour additional.....$ 45.20 33.26
---

BRNJ0007-012 07/07/2025
Rates Fringes
MARBLE SETTER.....$ 64.66 40.97
---

BRNJ0007-013 06/02/2025
Rates Fringes
TERRAZZO FINISHER.....$ 43.63 32.12
---

BRNJ0007-017 06/02/2025
Rates Fringes
TILE SETTER.....$ 52.31 38.01
TILE FINISHER
Work grouting all epoxy: $10.00 additional per day. $ 43.63 32.12
---

CARP0006-009 05/01/2025
Rates Fringes
CARPENTER (SCAFFOLD
The first sixty feet at the regular rate, 10% per
hour additional for each additional fifty feet
thereafter.....$ 57.42 34.17
---

CARP0006-010 05/01/2025
Rates Fringes
CARPENTER, INCLUDING ACOUSTICAL CEILING
INSTALLATION, DRYWALL HANGING, FORMWORK, BATT AND
BLOWN INSULATION .....$ 57.42 34.17
---

CARP0029-006 05/01/2025
Rates Fringes
SOFT FLOOR LAYER.....$ 57.42 34.17
---

CARP0715-007 05/01/2025
Rates Fringes
MILLWRIGHT .....$ 58.84 35.06
---

ELEC0351-009 09/01/2024
Rates Fringes
ELECTRICIAN: TELEDATA TECHNICIANS: 15 VOICE DATA
LINES OR LESS.....$ 41.00 32.75
ELECTRICIAN: TELEDATA TECHNICIANS: 16 VOICE DATA
LINES OR MORE AND FIBER OPTICS.....$ 41.00 32.75
---

ELEC0351-011 09/30/2024
Rates Fringes
ELECTRICIAN AND CABLE SPLICER.....$ 55.05 48.76
ELECTRICIAN: CABLE SPLICER ON LEAD CABLE .....$ 46.51 34.39
---

ELEV0005-004 01/01/2025
Rates Fringes
ELEVATOR
A. PAID VACATION: Employer contributes 8% of basic
hourly rate for 5 years or more of service or 6%
for 6 months to 5 years of
B. Eight Paid Holidays (provided employee has
worked 5 consecutive days before and the working
day after the holiday): New Years's Day; Memorial
Day; Independence Day; Labor Day; Veteran's Day;
Thanksgiving Day and the Friday after Thanksgiving
Day, and Christmas Day. .....$ 71.85 38.44
---

ENGI0825-017 07/01/2025
Rates Fringes
POWER EQUIPMENT OPERATORS: GROUP 5 OILER HAZARDOUS
WASTE REMOVAL WORK: WORK ON A STATE OR FEDERALLY
DESIGNATED HAZARDOUS WASTE SITE, WHERE THE WORKER
IS IN DIRECT CONTACT WITH HAZARDOUS MATERIAL, AND
WHEN PERSONAL PROTECTIVE EQUIPMENT IS REQUIRED FOR
RESPIRATORY, SKIN AND EYE PROTECTION: 20% PER HOUR
ADDITIONAL. PAID HOLIDAYS: NEW YEAR'S DAY,
WASHINGTON'S BIRTHDAY OBSERVED, MEMORIAL DAY,
INDEPENDENCE DAY, LABOR DAY, PRESIDENTIAL ELECTION
DAY, VETERAN'S DAY, THANKSGIVING DAY AND CHRISTMAS
DAY; PROVIDED 1) THAT THE WORKER WORKS THREE OF THE
PRECEDING FIVE WORK DAYS BEFORE THE HOLIDAY; OR,
THE WORK DAY BEFORE THE HOLIDAY AND THE WORK DAY
AFTER THE HOLIDAY; AND, 2) THAT THE WORKER WORKS
THE WORK DAY BEFORE AND THE WORK DAY AFTER THE
HOLIDAY.....$ 52.88 37.50
POWER EQUIPMENT OPERATORS: GROUP 4 BOBCAT/SKID
LOADER; COMPRESSOR (SINGLE); FARM TRACTOR; FRONT
END LOADER (UNDER 1 CU. YD.); HYDROSEEDER; ROLLER,
GRADE; PUMP, HYDRAULIC HAZARDOUS WASTE REMOVAL
WORK: WORK ON A STATE OR FEDERALLY DESIGNATED
HAZARDOUS WASTE SITE, WHERE THE WORKER IS IN DIRECT
CONTACT WITH HAZARDOUS MATERIAL, AND WHEN PERSONAL
PROTECTIVE EQUIPMENT IS REQUIRED FOR RESPIRATORY,
SKIN AND EYE PROTECTION: 20% PER HOUR ADDITIONAL.
PAID HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S
BIRTHDAY OBSERVED, MEMORIAL DAY, INDEPENDENCE DAY,
LABOR DAY, PRESIDENTIAL ELECTION DAY, VETERAN'S
DAY, THANKSGIVING DAY AND CHRISTMAS DAY; PROVIDED
1) THAT THE WORKER WORKS THREE OF THE PRECEDING

FIVE WORK DAYS BEFORE THE HOLIDAY; OR, THE WORK DAY
BEFORE THE HOLIDAY AND THE WORK DAY AFTER THE
HOLIDAY; AND, 2) THAT THE WORKER WORKS THE WORK DAY
BEFORE AND THE WORK DAY AFTER THE HOLIDAY.....$ 56.59 37.50
POWER EQUIPMENT OPERATORS: GROUP 3 ASPHALT
SPREADER; BULLDOZER;COMPRESSOR(2 OR 3) (IN BATTERY)
(WITHIN 100 FT.); FORKLIFT; FRONT END LOADER (1
CU. YD. AND OVER BUT LESS THAN 2 CU. YD.); LULL;
MAN LIFT/OUTSIDE ELEVATOR; MECHANIC; PAVER,
ASPHALT; ROLLER, BLACKTOP; TRACTOR; HAZARDOUS
WASTE REMOVAL WORK: WORK ON A STATE OR FEDERALLY
DESIGNATED HAZARDOUS WASTE SITE, WHERE THE WORKER
IS IN DIRECT CONTACT WITH HAZARDOUS MATERIAL, AND
WHEN PERSONAL PROTECTIVE EQUIPMENT IS REQUIRED FOR
RESPIRATORY, SKIN AND EYE PROTECTION: 20% PER HOUR
ADDITIONAL. PAID HOLIDAYS: NEW YEAR'S DAY,
WASHINGTON'S BIRTHDAY OBSERVED, MEMORIAL DAY,
INDEPENDENCE DAY, LABOR DAY, PRESIDENTIAL ELECTION
DAY, VETERAN'S DAY, THANKSGIVING DAY AND CHRISTMAS
DAY; PROVIDED 1) THAT THE WORKER WORKS THREE OF THE
PRECEDING FIVE WORK DAYS BEFORE THE HOLIDAY; OR,
THE WORK DAY BEFORE THE HOLIDAY AND THE WORK DAY
AFTER THE HOLIDAY; AND, 2) THAT THE WORKER WORKS
THE WORK DAY BEFORE AND THE WORK DAY AFTER THE
HOLIDAY.....$ 58.22 37.50
POWER EQUIPMENT OPERATORS: GROUP 2 BACKHOE LOADER
COMBO; CONCRETE PUMPER; GRADER/BLADE (FINISH);
HOIST; HYDRAULIC CRANE, 10 TONS AND UNDER; FRONT
END LOADER (2 CU. YD. BUT LESS THAN 5 CU. YD.);
SCRAPER; SIDE BOOM HAZARDOUS WASTE REMOVAL WORK:
WORK ON A STATE OR FEDERALLY DESIGNATED HAZARDOUS
WASTE SITE, WHERE THE WORKER IS IN DIRECT CONTACT
WITH HAZARDOUS MATERIAL, AND WHEN PERSONAL
PROTECTIVE EQUIPMENT IS REQUIRED FOR RESPIRATORY,
SKIN AND EYE PROTECTION: 20% PER HOUR ADDITIONAL.
PAID HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S
BIRTHDAY OBSERVED, MEMORIAL DAY, INDEPENDENCE DAY,
LABOR DAY, PRESIDENTIAL ELECTION DAY, VETERAN'S
DAY, THANKSGIVING DAY AND CHRISTMAS DAY; PROVIDED
1) THAT THE WORKER WORKS THREE OF THE PRECEDING
FIVE WORK DAYS BEFORE THE HOLIDAY; OR, THE WORK DAY
BEFORE THE HOLIDAY AND THE WORK DAY AFTER THE
HOLIDAY; AND, 2) THAT THE WORKER WORKS THE WORK DAY
BEFORE AND THE WORK DAY AFTER THE HOLIDAY.....$ 60.13 37.50
POWER EQUIPMENT OPERATORS: GROUP 1 BACKHOE,
INCLUDING BACKHOE TRACK; BOOM; CONCRETE PAVING

MACHINE; CRANE (ALL TYPES, INCLUDING OVERHEAD AND
STRADDLE TRAVELING TYPE); DRILL (DOWN-THE-HOLE
DRILL, ROTARY DRILL, SELF-PROPELLED HYDRAULIC
DRILL, SELF-POWERED DRILL); ELEVATING GRADER;
EXCAVATOR; FRONT END LOADER (5 CU. YD. AND OVER);
PILEDRIVER (LENGTH OF BOOM, INCLUDING LENGTH OF
LEADS, SHALL DETERMINE PREMIUM RATE APPLICABLE);
TRENCHER HAZARDOUS WASTE REMOVAL WORK: WORK ON A
STATE OR FEDERALLY DESIGNATED HAZARDOUS WASTE SITE,
WHERE THE WORKER IS IN DIRECT CONTACT WITH
HAZARDOUS MATERIAL, AND WHEN PERSONAL PROTECTIVE
EQUIPMENT IS REQUIRED FOR RESPIRATORY, SKIN AND EYE
PROTECTION: 20% PER HOUR ADDITIONAL. PAID
HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY
OBSERVED, MEMORIAL DAY, INDEPENDENCE DAY, LABOR
DAY, PRESIDENTIAL ELECTION DAY, VETERAN'S DAY,
THANKSGIVING DAY AND CHRISTMAS DAY; PROVIDED 1)
THAT THE WORKER WORKS THREE OF THE PRECEDING FIVE
WORK DAYS BEFORE THE HOLIDAY; OR, THE WORK DAY
BEFORE THE HOLIDAY AND THE WORK DAY AFTER THE
HOLIDAY; AND, 2) THAT THE WORKER WORKS THE WORK DAY
BEFORE AND THE WORK DAY AFTER THE HOLIDAY.....$ 61.72 37.50
---

ENGI0825-018 07/01/2025
Rates Fringes
POWER EQUIPMENT OPERATORS:, STEEL ERECTION: (GROUP
2) ALL CRANES WITH BOOM INCLUDING JIB, LESS THAN
140 FT. HAZARDOUS WASTE REMOVAL WORK: WORK ON A
STATE OR FEDERALLY DESIGNATED HAZARDOUS WASTE SITE,
WHERE THE WORKER IS IN DIRECT CONTACT WITH
HAZARDOUS MATERIAL, AND WHEN PERSONAL PROTECTIVE
EQUIPMENT IS REQUIRED FOR RESPIRATORY, SKIN AND EYE
PROTECTION: 20% PER HOUR ADDITIONAL. PAID
HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY
OBSERVED, MEMORIAL DAY, INDEPENDENCE DAY, LABOR
DAY, PRESIDENTIAL ELECTION DAY, VETERAN'S DAY,
THANKSGIVING DAY AND CHRISTMAS DAY; PROVIDED 1)
THAT THE WORKER WORKS THREE OF THE PRECEDING FIVE
WORK DAYS BEFORE THE HOLIDAY; OR, THE WORK DAY
BEFORE THE HOLIDAY AND THE WORK DAY AFTER THE
HOLIDAY; AND, 2) THAT THE WORKER WORKS THE WORK DAY
BEFORE AND THE WORK DAY AFTER THE HOLIDAY.....$ 68.58 37.50
POWER EQUIPMENT OPERATORS:, STEEL ERECTION: (GROUP
1) ALL CRANES WITH BOOM INCLUDING JIB, 140 FT. AND
OVER. HAZARDOUS WASTE REMOVAL WORK: WORK ON A

STATE OR FEDERALLY DESIGNATED HAZARDOUS WASTE SITE,
WHERE THE WORKER IS IN DIRECT CONTACT WITH
HAZARDOUS MATERIAL, AND WHEN PERSONAL PROTECTIVE
EQUIPMENT IS REQUIRED FOR RESPIRATORY, SKIN AND EYE
PROTECTION: 20% PER HOUR ADDITIONAL. PAID
HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY
OBSERVED, MEMORIAL DAY, INDEPENDENCE DAY, LABOR
DAY, PRESIDENTIAL ELECTION DAY, VETERAN'S DAY,
THANKSGIVING DAY AND CHRISTMAS DAY; PROVIDED 1)
THAT THE WORKER WORKS THREE OF THE PRECEDING FIVE
WORK DAYS BEFORE THE HOLIDAY; OR, THE WORK DAY
BEFORE THE HOLIDAY AND THE WORK DAY AFTER THE
HOLIDAY; AND, 2) THAT THE WORKER WORKS THE WORK DAY
BEFORE AND THE WORK DAY AFTER THE HOLIDAY.....$ 70.24 37.50
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IRON0399-011 07/01/2024
Rates Fringes
IRONWORKER: REINFORCING.....$ 53.24 38.40
IRONWORKER: STRUCTURAL AND ORNAMENTAL.....$ 54.24 38.40
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LABO0008-001 05/01/2011
Rates Fringes
ASBESTOS REMOVAL
The removal, abatement, enclosure and
decontamination of personal protective equipment,
chemical protective clothing and machinery relating
to asbestos and/or toxic and hazardous waste or
materials which shall include but not necessarily
be limited to: the erection, moving, servicing and
dismantling of all enclosures, scaffolding and
barricades; the operation of all tools and
equipment normally used in the removal or abatement
of asbestos and toxic or hazardous waste or
materials; the labeling, bagging, cartoning,
crating, or other packaging of materials for
disposal; the clean-up of the worksite; and all
other work incidental to the removal, abatement,
encapsulation, enclosure, and decontamination of
asbestos and toxic or hazardous waste or materials;
and, in addition, all work tasks involved in the
maintenance and operation of energy resource
recovery plants (co-generation plants).....$ 28.37 21.62
---

LABO0077-002 05/01/2022
Rates Fringes
LABORER: MASON TENDER: BRICK/CEMENT/CONCRETE.....$ 36.50 30.22
---

LABO0077-003 05/01/2022
Rates Fringes
LABORER: ASPHALT RAKER, ASPHALT SHOVELER, ASPHALT
SPREADER, COMMON OR GENERAL LABORER, LANDSCAPTE
LABORER, PIPELAYER, POWER TOOLE OPERATOR AND
SCREEDMAN.....$ 35.75 30.22
---

PAIN0021-035 05/01/2025
Rates Fringes
GLAZIER
Work at 30 ft. above the working surface, or on a
swing stage: $1.00 per hour additional.....$ 49.96 35.11
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PAIN0711-018 05/01/2025
Rates Fringes
DRYWALL FINISHER/TAPER.....$ 44.87 30.15
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PAIN0711-019 05/01/2025
Rates Fringes
PAINTER (BRUSH & ROLLER).....$ 45.55 29.86
PAINTER (SPRAY).....$ 45.55 29.86
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PLAS0008-007 05/01/2021
Rates Fringes
PLASTERER.....$ 38.37 31.64
---

PLAS0592-036 05/01/2025
Rates Fringes
CEMENT MASON/CONCRETE FINISHER.....$ 53.21 33.42
---

PLUM0322-009 05/01/2025
Rates Fringes
PLUMBER (EXCLUDING HVAC PIPE INSTALLATION).....$ 56.30 50.76
PIPEFITTER (INCLUDING HVAC PIPE INSTALLATION).....$ 56.30 50.76
---

ROOF0030-027 05/01/2025
Rates Fringes
ROOFER:
Mopper, and operator of felt-laying machine: $.50 per hour
Work applying roofing material, on any new construction job, on those days on which a felt-laying machine or slag dispensing machine is used: $.50 per hour
PAID HOLIDAY: The last working day before Christmas, to be paid at the rate of four hours pay.....$ 35.95 21.85
ROOFER: SLATE AND
Mopper, and operator of felt-laying machine: $.50 per hour
Work applying roofing material, on any new construction job, on those days on which a felt-laying machine or slag dispensing machine is used: $.50 per hour
PAID HOLIDAY: The last working day before Christmas, to be paid at the rate of four hours pay.....$ 38.95 21.85
ROOFER: ALL OTHER
Mopper, and operator of felt-laying machine: $.50 per hour
Work applying roofing material, on any new construction job, on those days on which a felt-laying machine or slag dispensing machine is used: $.50 per hour
PAID HOLIDAY: The last working day before Christmas, to be paid at the rate of four hours pay.....$ 46.03 34.27
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SFNJ0669-006 04/01/2025
Rates Fringes
SPRINKLER FITTER (FIRE SPRINKLERS).....$ 59.19 36.51
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SHEE0027-009 06/01/2024
Rates Fringes
SHEET METAL WORKER (INCLUDING HVAC DUCT INSTALLATION).....$ 59.08 47.06
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TEAM0331-002 05/01/2025
Rates Fringes
TRUCK DRIVER: DUMP TRUCK
HAZARDOUS WASTE REMOVAL WORK: Work on a state or
federally designated hazardous waste site, where
the worker is in direct contact with hazardous
material, and when personal protective equipment is
required for respiratory, skin and eye protection:
$3.00 per hour
Work on a state or federally designated hazardous
waste site where the worker is not working in a
zone requiring Level A, B or C personal protection:
$1.00 per hour
PAID HOLIDAYS: New Year's Day, Washington's
Birthday, Memorial Day, Independence Day, Labor
Day, Presidential Election Day, Veteran's Day,
Thanksgiving Day and Christmas
BEREAVEMENT LEAVE: Any worker having a death in his
or her immediate family (parent, spouse, child,
brother or sister, mother-in-law or father-in-law)
shall be given three days time off with pay at the
time of death upon furnishing proof of said death.
This provision shall also apply to grandparents,
when living with the worker.....$ 48.23 25.98
TRUCK DRIVER: OFF THE ROAD
HAZARDOUS WASTE REMOVAL WORK: Work on a state or
federally designated hazardous waste site, where
the worker is in direct contact with hazardous
material, and when personal protective equipment is
required for respiratory, skin and eye protection:
$3.00 per hour
Work on a state or federally designated hazardous
waste site where the worker is not working in a
zone requiring Level A, B or C personal protection:
$1.00 per hour
PAID HOLIDAYS: New Year's Day, Washington's
Birthday, Memorial Day, Independence Day, Labor
Day, Presidential Election Day, Veteran's Day,
Thanksgiving Day and Christmas
BEREAVEMENT LEAVE: Any worker having a death in his
or her immediate family (parent, spouse, child,
brother or sister, mother-in-law or father-in-law)
shall be given three days time off with pay at the
time of death upon furnishing proof of said death.
This provision shall also apply to grandparents,
when living with the worker.....$ 48.58 25.98

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

Note: Executive Order 13658 generally applies to contracts subject
to the Davis-Bacon Act that were awarded on or between January 1,
2015 and January 29, 2022, and that have not been renewed or
extended on or after January 30, 2022. Executive Order 13658 does
not apply to contracts subject only to the Davis-Bacon Related Acts
regardless of when they were awarded. If a contract is subject to
Executive Order 13658, the contractor must pay all covered workers
at least $13.65 per hour (or the applicable wage rate listed on this
wage determination, if it is higher) for all hours spent performing on
the contract from May 11, 2026, through December 31, 2026. The
applicable Executive Order minimum wage rate will be adjusted annually.
Additional information on contractor requirements and worker
protections under Executive Order 13658 is available at
www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (iii)).
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The body of each wage determination lists the classifications
and wage rates that have been found to be prevailing for the

type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than SU, UAVG, SA, or SC denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

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

Union Average Rate Identifiers

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

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

Survey Rate Identifiers

The SU identifier indicates that either a single non-union

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

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

State Adopted Rate Identifiers

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

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WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to

davisbaconinfo@dol.gov or by mail to:
Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210
Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:
Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210
2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:
Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210
The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:
Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.
==========
END OF GENERAL DECISION

*** END OF NARRATIVE ***

Overall Contract Inspection/Acceptance Locations

| | |
|---|---|
| 0001 | Inspection and Acceptance Location |

| | |
|---|---|
| | Both<br>Other<br>Instructions: Maj Rojas will be responsible for reviewing and accepting progress on this project.<br><br>DoDAAC: F6B3RP<br>CountryCode: USA<br><br>177 FW CER CE RPS<br>AF BPN NO MILSBILLS PROCESSES, 400 LANGLEY RD<br>EGG HARBOR TWP, NJ 08234-9500<br>UNITED STATES<br><br>Major Natalia Rojas |
| Option Line Item 0002 | Inspection and Acceptance Location<br><br>Both<br>Other<br>Instructions: Maj Rojas will be responsible for reviewing and accepting progress on this project.<br><br>DoDAAC: F6B3RP<br>CountryCode: USA<br><br>177 FW CER CE RPS<br>AF BPN NO MILSBILLS PROCESSES, 400 LANGLEY RD<br>EGG HARBOR TWP, NJ 08234-9500<br>UNITED STATES<br><br>Major Natalia Rojas |
| Option Line Item 0003 | Inspection and Acceptance Location<br><br>Both<br>Other<br>Instructions: Maj Rojas will be responsible for reviewing and accepting progress on this project.<br><br>DoDAAC: F6B3RP<br>CountryCode: USA |

| | |
|---|---|
| | 177 FW CER CE RPS<br>AF BPN NO MILSBILLS PROCESSES, 400 LANGLEY RD<br>EGG HARBOR TWP, NJ 08234-9500<br>UNITED STATES<br><br>Major Natalia Rojas |
| Option Line Item 0004 | Inspection and Acceptance Location<br><br>Both<br>Other<br>Instructions: Maj Rojas will be responsible for reviewing and accepting progress on this project.<br><br>DoDAAC: F6B3RP<br>CountryCode: USA<br><br>177 FW CER CE RPS<br>AF BPN NO MILSBILLS PROCESSES, 400 LANGLEY RD<br>EGG HARBOR TWP, NJ 08234-9500<br>UNITED STATES<br><br>Major Natalia Rojas |
| Option Line Item 0005 | Inspection and Acceptance Location<br><br>Both<br>Other<br>Instructions: Maj Rojas will be responsible for reviewing and accepting progress on this project.<br><br>DoDAAC: F6B3RP<br>CountryCode: USA<br><br>177 FW CER CE RPS<br>AF BPN NO MILSBILLS PROCESSES, 400 LANGLEY RD<br>EGG HARBOR TWP, NJ 08234-9500<br>UNITED STATES<br><br>Major Natalia Rojas |

| | |
|---|---|
| Option Line Item 0006 | Inspection and Acceptance Location<br><br>Both<br>Other<br>Instructions: Maj Rojas will be responsible for reviewing and accepting progress on this project.<br><br>DoDAAC: F6B3RP<br>CountryCode: USA<br><br>177 FW CER CE RPS<br>AF BPN NO MILSBILLS PROCESSES, 400 LANGLEY RD<br>EGG HARBOR TWP, NJ 08234-9500<br>UNITED STATES<br><br>Major Natalia Rojas |
| Option Line Item 0007 | Inspection and Acceptance Location<br><br>Both<br>Other<br>Instructions: Maj Rojas will be responsible for reviewing and accepting progress on this project.<br><br>DoDAAC: F6B3RP<br>CountryCode: USA<br><br>177 FW CER CE RPS<br>AF BPN NO MILSBILLS PROCESSES, 400 LANGLEY RD<br>EGG HARBOR TWP, NJ 08234-9500<br>UNITED STATES<br><br>Major Natalia Rojas |
| Option Line Item 0008 | Inspection and Acceptance Location<br><br>Both<br>Other<br>Instructions: Maj Rojas will be responsible for reviewing and accepting progress on this project. |

| | |
|---|---|
| | DoDAAC: F6B3RP<br>CountryCode: USA<br><br>177 FW CER CE RPS<br>AF BPN NO MILSBILLS PROCESSES, 400 LANGLEY RD<br>EGG HARBOR TWP, NJ 08234-9500<br>UNITED STATES<br><br>Major Natalia Rojas |
| Option Line Item 0009 | Inspection and Acceptance Location<br><br>Both<br>Other<br>Instructions: Maj Rojas will be responsible for reviewing and accepting progress on this project.<br><br>DoDAAC: F6B3RP<br>CountryCode: USA<br><br>177 FW CER CE RPS<br>AF BPN NO MILSBILLS PROCESSES, 400 LANGLEY RD<br>EGG HARBOR TWP, NJ 08234-9500<br>UNITED STATES<br><br>Major Natalia Rojas |

Overall Contract Delivery Period

| | |
|---|---|
| 0001 | **Quantity** 1 Job<br><br>**Address and POC**<br><br>**Period of Performance** |

| | |
|---|---|
| | From<br>01 Oct 2026<br>To<br>30 Nov 2027 |
| Option Line Item 0002 | **Quantity** 1 Job<br><br>**Address and POC**<br><br>**Period of Performance**<br>From<br>01 Oct 2026<br>To<br>30 Nov 2027 |
| Option Line Item 0003 | **Quantity** 1 Job<br><br>**Address and POC**<br><br>**Period of Performance**<br>From<br>01 Oct 2026<br>To<br>30 Nov 2027 |
| Option Line Item 0004 | **Quantity** 1 Job<br><br>**Address and POC**<br><br>**Period of Performance** |

| | |
|---|---|
| | From<br>01 Oct 2026<br>To<br>30 Nov 2027 |
| Option Line Item 0005 | **Quantity** 1 Job<br><br>**Address and POC**<br><br>**Period of Performance**<br>From<br>01 Oct 2026<br>To<br>30 Nov 2027 |
| Option Line Item 0006 | **Quantity** 1 Job<br><br>**Address and POC**<br><br>**Period of Performance**<br>From<br>01 Oct 2026<br>To<br>30 Nov 2027 |
| Option Line Item 0007 | **Quantity** 1 Job<br><br>**Address and POC**<br><br>**Period of Performance** |

| | |
|---|---|
| | From<br>01 Oct 2026<br>To<br>30 Nov 2027 |
| Option Line Item 0008 | **Quantity** 1 Job<br><br>**Address and POC**<br><br>**Period of Performance**<br>From<br>01 Oct 2026<br>To<br>30 Nov 2027 |
| Option Line Item 0009 | **Quantity** 1 Job<br><br>**Address and POC**<br><br>**Period of Performance**<br>From<br>01 Oct 2026<br>To<br>30 Nov 2027 |

**DFARS Clauses Incorporated by Full Text**

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.232-7006 | Wide Area WorkFlow Payment Instructions. | 2023-01 | | |

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) Definitions. As used in this clause-

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall-

(1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov; and

(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items-

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

N/A

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

Construction

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

(2) ) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF "combo" document type to create some combinations

of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

| Field Name in WAWF | Data to be entered in WAWF |
|---|---|
| Pay Official DoDAAC | F87700 |
| Issue By DoDAAC | W50S8F |
| Admin DoDAAC | W50S8F |
| Inspect By DoDAAC | F6B3RP |
| Ship To Code | F6B3RP |
| Ship From Code | ____ |
| Mark For Code | ____ |
| Service Approver (DoDAAC) | ____ |
| Service Acceptor (DoDAAC) | ____ |
| Accept at Other DoDAAC | ____ |
| LPO DoDAAC | ____ |
| DCAA Auditor DoDAAC | ____ |
| Other DoDAAC(s) | ____ |

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Johanna Paz-johanna.paz.1@us.af.mil

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

# Section 01 00 00 - General Requirements

**Section 01 00 00**

Division 01 - Special Contract Requirements

## 1. INSURANCE - MINIMUM AMOUNTS

1.1. Reference Contract Clause titled, "Insurance -Work on a Government Installation (RFO FAR 52.228-5). Types and minimum amounts are as follows:

| TYPE | AMOUNTS |
|---|---|
| Workmen's Compensation | $100,000 (see paragraph 1.2, below) |
| Comprehensive General Liability | $500,000 per occurrence for bodily injury |
| Comprehensive Automobile Liability | $200,000 per person and $500,000 per accident for bodily injury and $20,000 for property damage |
| (If applicable) Aircraft Public and Passenger Liability | $200,000 per person and $500,000 per occurrence for bodily injury, other than passenger liability and $200,000 per occurrence for property damage; coverage for passenger liability bodily injury shall be at least $200,000 multiplied by the number of seats $200,000 multiplied by the number of seats or passengers, whichever is greater |

1.2. Except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

1.3. NOTE: Before commencing work under this contract, the Contractor shall certify to the Contracting Officer, in writing, that the required insurance has been obtained. The policies referenced in the certification (s) 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 shall maintain a copy of proofs of required insurance

and shall make copies available to the Contracting Officer upon request. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance and shall make copies available to the Contracting Officer upon request.

**2.** Reserved.

**3. SCHEDULING**

3.1. Normal base work hours for the Contractor will be between the hours of 7:00 AM through 3:30 PM, excluding Saturdays, Sundays, and Federal Holidays. If the Contractor desires to work during periods other than above, the contractor must notify the Contracting Officer's Representative (COR) five (5) working days in advance of their intention to work during other periods to allow assignment of additional inspection forces. When the COR determines that they are reasonably available, the COR may authorize the Contractor to perform work during periods other than normal duty hours/days. However, if inspectors are required to perform in excess of their normal duty hours/days solely for the benefit of the Contractor, the actual cost of the inspection, at overtime rates, will be charged to the Contractor and will be deducted from the final payment of the Contract amount.

3.2. The following Federal legal holidays are observed by this base:

| **Holiday** | **Date** |
|---|---|
| New Year's Day | 1 January |
| *Martin Luther King's Birthday | Third Monday of January |
| *President's Day | Third Monday of February |
| *Memorial Day | Last Monday of May |
| Juneteenth | 19 June |

| | |
|---|---|
| Independence Day | 4 July |
| *Labor Day | First Monday in September |
| Columbus Day | Second Monday of October |
| Veteran's Day | 11 November |
| Thanksgiving Day | Fourth Thursday in November |
| Christmas Day | 25 December |
| | |

3.3. **NOTE:** Holidays marked with (*) fall on a Monday and they will be observed on the following Tuesday, as Monday is the standard day off for the 177th Fighter Wing (FW). Depending on the project, this may not impact all construction activities, as the day may just be limited to fully credentialed badged individuals. However, coordination must still be completed with the Civil Engineer Squadron.

3.4 Prior to commencing work on the job initially, resumption of work after prolonged interruption (7 calendar days or more), commencement of any warranty work, and upon completion of warranty work, the contractor must notify the Contracting Officer (or the Contracting Officer's Representative). When relocating to new sites, returning to sites for follow-up work on a phased work plan, notification to the Contracting Officer's Representative is sufficient. Notification should be by personal contact; however, advance notification may be by telephone, or in writing, and

should be accomplished sufficiently in advance to allow scheduling of inspection forces. The purpose of the above precautions is to ensure construction inspection and recording of work proceedings.

3.5 The organization of the specifications into divisions, sections, and articles, and the arrangement of the drawings shall not control the Contractor in dividing the work among subcontractors or in establishing the extent of the work to be performed by any trade.

## 4. INVOICING AND PAYMENT

4.1. Properly prepared invoices, bearing the contract number, shall be submitted through projectmates software prior to the pre-construction meeting and PRIOR to uploading in Wide Area Workflow (WAWF) the DFAS paying system. This submission will be for review prior to submitting a **Construction and Facilities Management** electronic invoice through Wide Area Workflow (WAWF). See end of this Section for important information and codes needed). Payment will be made by in accordance with RFO FAR clause 52.232-5 Payments under Fixed-Price Construction Contracts and FAR clause RFO 52.232-27, Prompt Payment for Construction Contracts, **all payments will be made by electronic transfer of funds (EFT).**

4.2. To meet compliance with DFARS 252.232-7003, Electronic Submission of Payment Requests, you shall submit your request for payment (invoice) through WAWF. For more information on the WAWF system, including how to register, visit https://piee.eb.mil. Payment will be made by paying office specified in the contract award in accordance with the clauses Payments under Fixed-Price Construction Contracts, RFO FAR 52.232-5, and Prompt Payment for Construction Contracts, RFO FAR 52.232-27.

4.3. The Government will make payment through WAWF upon satisfactory completion of work AND receipt of a proper certification for payment. **Do not input invoice into WAWF until the pre-approval of invoice is received from the contracting officer. This will lessen the need for rejections in WAWF.** Payment may be withheld unless all contractual requirements including but not limited to: RECEIPT OF PROPER WEEKLY PAYROLLS IAW CONSTRUCTION WAGE DETERMINIATION REQUIREMENTS, Small Business Subcontracting Reports, have been timely received.

4.4. All requests for payments through WAWF must include a Subcontractor Payment Register pursuant to RFO FAR Clause 52.232-5 and a contractor's certification that reads as follows:

> I hereby certify, to the best of my knowledge and belief that - The amounts requested are only for performance in accordance with the specifications, terms and conditions of the contract; All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and requirements of Chapter 39 of Title 31, United States Code; This request for progress payments does not include any amounts which the

prime contractor intends to withhold or retain from subcontractor or supplier in accordance with the terms and conditions of the subcontract; and This certification is not to be construed as final acceptance of a subcontractor's performance.

4.5. The Government will make payment upon satisfactory completion of work AND receipt of a proper certification for payment. Payment may be withheld unless all contractual requirements, including but not limited to: RECEIPT OF PROPER WEEKLY PAYROLLS IAW CONSTRUCTION WAGE REQUIREMENTS RFO FAR 52.222-6 have been timely received. Payrolls shall indicate CLIN to which they are applicable.

4.6. A release of claims is required for all final payment requests and shall be submitted by the contractor with the final invoice.

## 5. CONTRACT ADMINISTRATION

5.1. The contracting office of the 177th Fighter Wing is the office having administrative jurisdiction over this contract for all matters. A list of the names and telephone numbers of the Government team comprising the contract administrator, Contracting Officer's Representative (COR), consultant, and point of contact at the project site will be provided at the post-award/pre-construction conference.

5.2. All correspondence shall be addressed to the Contracting Officer. A copy of all correspondence shall be furnished to the contracting officer's representative. Enclosures attached to or transmitted with the correspondence shall also be furnished with an original and one copy. Each letter shall make reference to the contract name, contract number, project number, and project title, and shall have only one subject. For tracking purposes, a sequential numbering system should be used for all correspondence.

5.3. PROJECT MANAGEMENT SOFTWARE. A management software will be utilized to intuitively and efficiently manage the project. Contractor is responsible for the project set-up fees. Contractor is responsible for one-time Training Fee. Contractor is responsible for the monthly fees for the duration of the project.

## 6. PAPERLESS CONTRACTING

6.1. The National Guard is fully committed to the Federal Government's electronic commerce and paperless contracting initiatives. As such, it is anticipated that to the maximum extent possible to include but not limited to correspondence, modification distribution, etc., to include specifications and drawings, will be issued using electronic methods, i.e., electronic mail (e-mail). Contractors shall have and maintain capability to receive documents in this manner.

6.2. Additionally, it is anticipated that within the life of this contract, other electronic processes will be enacted. These include, but are not limited to, electronic bidding/offers, change order proposals, and electronic invoicing. When implemented by the Contracting Officer, contractors shall participate fully in any of these new requirements at no additional cost to the Government.

## 7. TELEPHONE COMMUNICATIONS SECURITY MONITORING

All communications with DOD organizations are subject to communications security (COMSEC) review. Contractor personnel must be aware that telephone communications networks are continually subject to intercept by unfriendly intelligence organizations. The DOD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating from, or terminating at, DOD organizations. Therefore, civilian contractor personnel are advised that any time they place a call to, or receive a call from, a DOD organization, they are subject to COMSEC procedures. The contractor shall assume the responsibility for ensuring wide and frequent dissemination of the above information to all employees dealing with DOD information.

## 8. PREPARATION OF MATERIAL APPROVAL SUBMITTALS

The contractor shall submit all materials and articles requiring approval, as required by the Material and Workmanship Clause, RFO FAR 52.236-5. Submittals shall be made using AF Form 3000 or approved equal. Submittals shall be processed in accordance with the procedures in Section 01 33 00, Submittals. Submittals shall be given a distinct identification system by CLIN if multiple CLINS are applicable. Individual submittal documents shall not be comprised of items for more than one CLIN. Address for delivery of submittals will be provided at the post award/pre-construction conference. The contractor is reminded that an individual within the company who has authority to make the certification must sign the certification on the AF Form 3000.

## 9. WORK PROGRESS AND PREPARATION OF PROGRESS SCHEDULES AND REPORTS

9.1. A weekly or bi-weekly meeting will be held with the Contractor, COR and Contracting Officer (KO), to discuss work progress, problems and potential change orders. The Contractor shall attend these meetings at no additional cost to the Government. Prior to beginning work on specific work elements of a project, the contractor shall confer with the COR and agree on a sequence of procedures and means of access to premises and buildings; space for storage of materials and equipment; delivery of materials; and use of approaches, use of corridors, stairways and similar means of passage.

9.1.1. In accordance with RFO FAR Clause 52.236-15, "Schedules for Construction Contracts", the contractor shall within five (10) days after work contract award, or another period of time determined by the KO, prepare and submit to the KO for approval, a practicable schedule showing the order in which the contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing features of work. A composite schedule for

the overall contract shall also be provided. The schedule shall be on an approved computer-generated format. The work shall be scheduled so that, upon the start of construction, work progresses in a continuous and diligent manner. A schedule which does not reflect steady and reasonable progress throughout the construction period will be rejected. Both the Contractor and the COR are required to provide by-weekly progress reports covering the period from notice to proceed through final inspection. Unless agreement cannot be made on the applicable percentage of progress a joint report will be submitted to the Contracting Officer. This reports shall be submitted on the NGB Contract Progress Report form, or an approved computer-generated similar format. These reports shall track progress by CLIN, if contract contains multiple CLINs, multiple Contract Progress Reports will also be required for payment purposes.

9.2. Additionally, the contractor shall provide a project plan in a commercially available network scheduling software that meets requirements of the specification to define work tasks and track progress. At least 15 days prior to pre-construction meeting, the contractor shall provide the Contracting Officer a hardcopy CPM and an e-mail file copy, of the plan that shall include definition of rescues. No work may start until the Contracting Officer approves the plan in writing.

9.3. The Contractor shall prepare a work progress schedule required for completion of each of the various divisions of work. Updated plans and progress report showing work progress (in projectmates and e-mail file copy), unless otherwise directed by the Contracting Officer, shall be provided Monthly. If there are possible deviations from the original plan, those must be noted and approved by the Contracting Officer before work changes are implemented. The schedule shall be submitted to the Contracting Officer, in the number of copies as directed. Reference RFO FAR clause 52.236-15, "Schedules for Construction Contracts". The reports contemplated by the clause herein titled "Schedules for Construction Contracts" shall be accomplished on and in accordance with instructions pertaining to approved computer-generated format of the Contract Progress Schedule and Contract Progress Report.

## 10. NOTICE OF COMPLETION OF CONSTRUCTION/PRE-FINAL AND FINAL INSPECTION

10.1. The contractor shall conduct a pre-final inspection in the presence of the Contracting Officer's Representative (COR) prior to the date scheduled for Final Inspection. Any discrepancies noted shall be corrected prior to Final Inspection. All items noted on the "Pre-Final" inspection must be corrected and concurred by the Contracting Officer in a timely manner and be accomplished before the Contract completion date for the work, or any increment thereof, if the project is divided into increments by separate completion dates unless exceptions are directed by the Contracting Officer.

10.2. The contractor shall request scheduling of a final inspection in writing to the Contracting Officer at least 14 working days prior to the desired date or as otherwise negotiated with the Contracting Officer.

10.3. Civil Engineering personnel and the Contracting Officer will perform the Final Inspection in the presence of the contractor, and any discrepancies noted shall be corrected within the time specified by the Contracting Officer.

10.4. Final Inspection shall not constitute acceptance of a project unless so stipulated by issuance of a separate acceptance notice.

10.5. The contractor is cautioned to ensure they have completed adequate Quality Control reviews prior to scheduling pre-final or final inspections. In the event the Contracting Officer finds that the project is not ready for the applicable inspection, (too many discrepancies) the contractor may be held liable for the costs of a repeat inspection. If the inspection involves A/E personnel these costs may include additional labor, travel and miscellaneous expenses.

## 11. DESIGNATION OF TECHNICAL REPRESENTATIVE

The Contracting Officer will appoint a qualified Contracting Officer's Representative (COR) for the purposes of technically administering the contract; however, all matters concerning this contract or any work ordered placed against this contract must first be approved by the Contracting Officer. This in no way authorizes anyone other than the Contracting Officer to commit the Government to changes in terms of the contract.

## 12. CONTRACTOR STAFF AND EMPLOYEES

12.1. Prior to commencing on-site construction, the contractor shall provide the Contracting Officer with a telephone number and email at which the contractor or his representative may be contacted at any time during regular working hours and an emergency number at which the contractor may be contacted in situations requiring immediate attention.

12.2. Supervision. The Government shall not exercise any supervision or control over the contractor employees performing services under this contract; such employees shall be accountable not to the Government, but solely to the contractor, who in turn is responsible to the Government.

12.3. Contractor's Employees. All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may, in writing, require the contractor to remove from the job site, any employee the Contracting Officer deems incompetent, careless or otherwise objectionable.

## 13. CONTRACTOR OFFICE AND STORAGE

13.1. Parking of contractor vehicles shall be restricted to the contractor's designed on-site area or the work area. The company name shall be prominently displayed on all construction vehicles parked on the job site.

13.2. Security of material storage areas on the job site shall be the responsibility of the contractor. The area shall be kept neat and orderly and free of debris.

## 14. RECORD DRAWINGS

During construction of a project and on the job site, the contractor shall maintain a completed record of all changes and corrections from the layout shown on the drawings, if applicable. The contractor shall enter such changes and corrections on contract or record drawings promptly, and submit the "red line" drawings to the Contracting Officer upon completion of the project. The record drawings shall indicate all changes and corrections concerning the actual locations of all sub-surface utility lines. In order for the location of these lines and appurtenances to be determined in the event the surface opening or indictors become covered or obscured, the record drawings shall show, by offset dimensions to two permanently fixed surface features, the end of each run including each change in direction. Valves splice boxes, and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The average depth below the surface of each run shall also be recorded. The Government does not guarantee the accuracy of existing record drawings; it is the contractor's responsibility to verify all as-built conditions.

**5. VERIFICATION OF DIMENSIONS**

The contractor shall be responsible for the coordination and proper relation of all aspects of the work. He/she shall field verify all dimensions and advise the Contracting Officer of any discrepancies prior to proceeding with any phase of the work. Where exact locations are not given for the positioning of equipment and devices, they shall be positioned to permit easy access for maintenance and for removal and replacement of component parts.

## 16. SECURITY REQUIREMENTS

16.1. The contractor shall comply with all security regulations imposed by the base/post commander and/or agency occupying the space where work is to be performed. Any necessary security clearances shall be obtained prior to commencement of work.

16.2. It is expected that new security requirements to satisfy contractor personal identification requirements in Homeland Security Presidential Directive (HSPD-12), "Policy for a Common Identification Standard for Federal Employees and Contractors," and Federal Information Processing Standards Publication (FIPS PUB) Number 201, "Personal Identity Verification (PIV) of Federal Employees and Contractors" are incorporated in the life of this contract. Contractor shall comply with all requirements, at no additional cost to the Government.

16.3. The contractor shall ensure that all parts of the facility where work is being performed are adequately protected against vandalism and theft.

16.4. Contractors shall follow instructions provided by the Security Forces for access to the 177$^{th}$ Fighter Wing area of responsibility. If a gate pass is not granted to a contractor allowing the delivery of goods, execution of warranty support, or performance of services please contact the contracting officer. Be sure that all of your employees have the proper ID (drivers license, state ID, immigration card, U.S. Passport, etc.). If they do not have the proper ID, they will be turned away.

16.5. The Prime Contractor and all of its subcontractors will be required to wear orange or lime colored safety vests while performing work on the installation.

16.6. U.S. Government will not be held liable for any delays or breach of contract caused by refusal of the Security Forces to allow entry.

16.7. All prospective contractors MUST be U.S. citizens or MUST have established and maintain legal residence in the U.S., and are authorized by the US government to work in the United States (i.e. Green card, worker authorization, etc.). All prospective contractors MUST have at least one form of U.S. government issued photo identification (drivers license, U.S. passport, U. S. work visa, etc.) for entry to the installation. Security Forces will review any questionable identification documents for determination as to whether or not said identification is authorized for access to the installation.

16.8. All prospective contractors/contractor employees, once it has been established that they maintain the appropriate credential as described in one above, are subject to a Criminal History Check.

16.9. Note: For the purposes of Contracting services, it is implied that, that any and all parties agree to a Criminal History Background Check once entered into any contract. Any documents that are provided and found fraudulent to include, but not limited to driver's licenses, contracting licenses, etc., will result in an arrest and potential termination for default from the contract. All contractors are subject to search in order to obtain entry onto the installation and while working on the installation. Any refusal to submit to a search of their person or vehicle will be deemed as a violent act of aggression against the installation and will be cause for dismissal from the installation and revocation of future privileges and installation access.

## 17. REGULATIONS

17.1. The contractor shall comply with all applicable Federal, State, Local, DOD, National Guard Bureau, Army and Air Force regulations pertaining to safety, traffic control and fire prevention.

## 18. TRANSPORTATION, HANDLING AND STORAGE

18.1. The contractor shall coordinate with suppliers and shippers to ensure that incoming materials are properly identified with the contractor's name, contract number and project title. The contractor shall designate an authorized individual to be available to receive shipment. The Government will not provide storage other than that available at the project site.

18.2. Storage of supplies, materials and equipment on the project site shall be accomplished in such a manner so as to prevent mechanical and climatic damage and loss due to vandalism or theft. Equipment temporarily removed in the performance of work and stored on the job site shall be stored and protected in accordance with previous paragraphs, and shall be replaced in a condition compatible with its original state. Security for equipment and material removed from the job site for temporary storage until reuse shall be the responsibility of the contractor.

## 19. CLEANUP AND DISPOSAL OF DEBRIS AND FILL MATERIALS

19.1. At the end of each workday, the contractor shall clean up the work and storage areas and stack all materials in a manner approved by the Contracting Officer or his designated representative. Upon completion of a project, the contractor shall ensure that all dirt, trash, and debris resulting from the construction operations are removed from the work area. Unless directed otherwise in the contract or by the Contracting Officer, disposal of debris shall be made at the contractor's expense and shall be delivered to a state approved disposal site located off base. Debris shall not be left in such a manner that wind or other weather conditions can cause the debris to be scattered outside the work area (i.e., on nearby runways, ramps or taxiways).

19.2. The hauling and disposal of excess fill material including rock, gravel, sod, broken concrete or asphalt, plaster, etc., shall be the responsibility of the contractor. Disposal shall be in accordance with applicable state and local regulations.

## 20. ENVIRONMENTAL IMPACT

All waste materials generated by any work under the contract performed on a Government installation shall at all times be handled, transported, stored, and disposed of by the contractor and by his subcontractors in accordance with all applicable Federal, state, and local laws, ordinances, regulations, court orders, and other types of rulings having the effect of the law. Should the United States Government be held liable for any neglect or improper actions by the contractor or any subcontractor regarding removal or disposal of any hazardous waste, the contractor shall reimburse the Government for all such liability.

## 21. HAZARDOUS MATERIALS

21.1. Any material suspected of being hazardous that is encountered during performance of a project shall immediately be brought to the attention of the Contracting Officer, at which time a determination will be made as to whether hazardous material testing shall be performed. If the Contracting Officer directs the contractor to perform tests, and/or the material is found to be of a hazardous nature requiring additional protective measures, a contract modification may be required, subject to equitable adjustment under the terms of the contract.

21.2. The contractor is advised that friable and/or non-friable asbestos-containing material may be encountered in project areas. Friable asbestos-containing material is any material that contains more than one percent asbestos by weight, and that hand pressure can crumble, pulverize or reduce to powder when dry. Non-friable asbestos-containing materials are materials in which asbestos fibers are bound by a matrix material, saturation, impregnation or coating. Non-friable asbestos-containing materials do not normally release airborne asbestos fiber during routine handling and end-use. However, excessive fiber concentrations may be produced during uncontrolled abrading, sanding, drilling, cutting, machining, removal, demolition, or other similar activities. 29 CFR 1910.1001 shall be referenced in the event asbestos-containing materials are encountered. Friable asbestos-containing materials are not authorized for use in new construction or maintenance projects.

## 22. POLLUTION ABATEMENT

22.1. All work shall be performed in a manner minimizing pollution of air, water and land as required.

22.2. Transporting materials to or from the site shall be accomplished in a manner preventing materials or particles from becoming airborne. Earth materials shall be wetted or otherwise protected. Gravel, sand and concrete shall be contained within vehicles to prevent spillage. Tarpaulins must be fastened over load before entering surrounding streets. Removal of any materials dropped or blown off vehicles shall be the responsibility of the contractor.

22.3. Burning of any material is strictly prohibited.

22.4. Stream beds, lakes, drainage ways, sanitary and storm sewers, etc., shall not be polluted by fuels, oils, bitumen, acids or other harmful materials. Grading shall be accomplished to prevent surface drainage from the construction site containing harmful amounts of sediment from draining onto adjacent areas.

22.5. Flushing of concrete trucks is restricted to the location specifically designed for this purpose by the Contracting Officer's Representative.

22.6. Excess mortar, plaster or drywall materials shall not be disposed of on Government property. Water utilized for plastering or drywall equipment shall be disposed of in accordance with the instructions of the COR, and under no circumstances shall water be disposed of in areas which are planted or scheduled to be planted.

## 23. COORDINATION WITH GOVERNMENT ACTIVITIES

23.1. If it becomes necessary to interrupt work activities in buildings and/or areas for construction purposes, permission to do so must be requested in writing to the Contracting Officer 14 working days prior to commencing work on the planned interruption and shall be subject to Civil Engineering approval. Written requests for street closing shall be submitted for approval of the Civil Engineer 14 working days prior to closing the street.

23.2. Work in connection with this contract which requires utility outages, including electrical, water, gas, steam, etc., which will close down or limit (as determined by the Contracting Officer) normal activities in the building, construction area or other affected areas, shall be performed by the contractor at a time other than the regular work period of the organization occupying the facility. Work required by the contractor on a non-standard basis or at premium pay shall be done at no additional cost to the Government. Request for utility outages shall be submitted to the Civil Engineer, in writing 14 working days prior to commencing work and shall be subject to his/her approval.

23.3. Any temporary construction for facilities used by the contractor for preventing interruption of normal work activity or loss of utility services shall be subject to Contracting Officer's approval.

## 24. UNAUTHORIZED PERSONNEL

The contractor shall inform all personnel working under his jurisdiction (including subcontractor and visiting supplier personnel) that access to areas outside of the immediate work area; excluding direct haul and access routes, contracting and Civil Engineering offices, and points of supply and storage; is **prohibited.** Circulation of said personnel will be limited to official business only. **Persons in violation of the above will be apprehended and appropriately disciplined.**

## 25. PERFORMANCE EVALUATION OF CONTRACTOR

25.1. As a minimum, the contractor's performance will be evaluated upon final inspection. Any specific requirements for contract quality control and quality assurance by the Government personnel will be defined in the specifications. The contractor will be rated as outstanding, satisfactory or unsatisfactory in the areas of contract quality control, timely performance, effectiveness of management, compliance with labor standards, and compliance with safety standards. The contractor will be notified of any unsatisfactory rating, either in an individual element or in the overall rating, prior to completing the evaluation, and all contractor comments will be made a part of the official record. Performance evaluation reports will be available to all DoD Contracting Officers for their future use.

26.2 Past Performance evaluations will be posted via https://www.cpars.gov. It is the responsibility of the contractor to request access to this site.

## 26. CONTRACTOR QUALITY CONTROL

26.1. The contractor shall comply with the quality control provisions as specified herein. The Contractor shall perform all quality control inspection and/or testing required by this contract unless specifically designated to be performed by the Government. The quality control system consists of plans, workmanship, fabrication, construction, and operations that comply with contract requirements. The system shall cover construction operations, including fabrication both on-site and off-site, and shall be keyed to the proposed construction sequence. If the contractor fails to submit an acceptable quality control plan within the time herein prescribed, the Contracting Officer may refuse to allow construction to start if an acceptable interim plan is not furnished or may withhold funds from progress payments in accordance with the contract clause titled, "Payments under Fixed Price Construction Contracts", until such time as the contractor submits an acceptable final plan.

26.2. Quality Control Plan

26.2.1. General. Upon receipt of the Notice of Contract Award, the contractor's quality control plan shall be submitted for acceptance in accordance with section 03 30 00, paragraph 1.3 of specifications.

26.2.2. Acceptance. The Contracting Officer's Representative will review the quality control plan. The contractor shall make such changes and additions as necessary for clarity and completeness as requested by the Contracting Officer's Representative through the Contracting Officer. Acceptance of the contractor's plan is predicated on satisfactory performance during construction. Acceptance is conditional and the Government reserves the right to require the contractor to make

changes in quality control plans, personnel and operations to correct deficiencies and to assure contract compliance.

26.2.3. Changes. When the contractor proposes changes in the quality control plan or implementation during construction, the Contracting Officer shall be notified in writing. The contractor shall implement no changes prior to acceptance in writing by the Contracting Officer.

## 27. SAFETY ASSURANCE

27.1. Compliance with Regulations. All work including the handling of hazardous materials or the disturbance or dismantling of structures containing hazardous materials shall comply with the applicable requirements of 29 CFR 1910/1926. Work involving the disturbance or dismantling of asbestos or asbestos-containing materials; the demolition of structures containing asbestos; and /or disposal and removal of asbestos, shall also comply with the requirements of 40 CFR, Part 61, Subpart A. All work shall comply with applicable state and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent shall apply. The Safety Manual is available at the following web site: http://www.usace.army.mil /SafetyandOccupationalHealth/SafetyandHealthRequirementsManual.aspx

27.2. Contractor Responsibility. The contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work. The Government shall not be held liable for any actions on the part of the contractor, his employees or subcontractors, which result in illness, injury or death.

27.2.1. Inspections, Tests and Reports. The required inspections, tests and reports made by the contractor, subcontractors, specially trained technicians, equipment manufacturers and others as required, shall be at the contractor's expense.

27.2.2. Materials and Equipment. Special facilities, devices, equipment, clothing and similar items used by the contractor in the execution of work shall comply with applicable regulations.

27.2.3. Traffic Control Devices. The contractor shall comply with the recommendations contained in Part 6 of the U. S. Department of Transportation, Federal Highway Administration's "Manual on Uniform Traffic Control Devices", 2003 edition with Revision 2 available at http://mutcd. fhwa.dot.gov/)to ensure proper warnings to motorists and adequate traffic control. The contractor shall provide all warning lights, barricades and other traffic control device0s and signs.

**28.** Reserved.

**29.** Reserved.

## 30. PRE-CONSTRUCTION CONFERENCE

Before work commences on this contract, the Contracting Officer will conduct a conference to acquaint the contractor with Government policies and procedures that are to be observed during the execution of the work and to develop mutual understanding relative to the administration of the

contract. Contractors and/or major subcontractors shall attend this meeting at no additional cost to the Government.

## 31. PARTNERING

The Government encourages the formation of cohesive partnerships with the contractors on selected contracts. This partnership will be structured to draw on the strengths of each organization in order to identify and achieve reciprocal goals. The objective is effective contract performance in achieving completion within budget, on schedule, and in accordance with the Plans and Specifications. This partnership between the contractor and the Government will be voluntary and its implementation will not be a part of the contract requirements nor will it result in a change to the contract price or terms.

## 32. MILITARY REAL PROPERTY DATA - DD FORM 1354

32.1. Contractors shall furnish real property data to the Government for each new construction and/or renovation project awarded, unless otherwise notified. The real property data shall be furnished via DD Form 1354, Transfer and Acceptance of Military Real Property, or in a format prescribed on the DD Form 1354. The Contractor is responsible for accuracy of data current up to the time of submission.

32.2. For major renovation and/or complex projects, or those expected to exceed 12 months, the Contractor shall furnish real property data no less than on a quarterly basis. Frequency of submission shall be standard throughout the duration of the project. Contractors are advised to record information on the DD Form 1354 (or approved facsimile) as the project progresses, due to the volume of data required to be furnished. Upon completion of the project, the Contractor shall furnish a final, comprehensive DD Form 1354.

32.3. DD Form 1354 accounts for five percent (5%) of the total contract amount and therefore, 5% must be shown on the progress report breakdown of costs submitted for payment purposes. Upon acceptance of data by the real property specialist, the contractor may invoice for submission of real property data.

32.4. Contractors should contact COR with questions pertaining to the DD Form 1354. For construction data assistance, Contractors may consult the COR assigned to the project.

## 33. TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

33.1. This Paragraph specifies the procedure for the determination of time extensions for unusually severe weather. In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

33.1.1. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

33.1.2. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

33.1.3. Weather delays will be based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor's progress schedule must reflect consideration of these anticipated adverse weather delays in all weather dependent activities.

33.1.4. Upon acknowledgment of the notice to proceed (NTP) and continuing throughout the contract, the contractor will record on the daily Contractor Quality Control (CQC) report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delays must prevent work on critical activities for 50 percent or more of the contractor's scheduled workday.

33.1.5. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a bilateral modification.

**34. Performance of Services During Crisis Declared by the National Command Authority. (September 2002)**

Services determined to be essential for performance during crisis according to DoDI 3020.37 are plant operations, emergency and urgent work requests, disaster preparedness, emergency operations and infrastructure maintenance (including construction). The services provided by this contract have NOT been designated as essential contractor provided services; however, could be continued during a crisis. The contractor may continue providing service to all applicable ANG and Army TOC contracts in progress until the crisis is over. The contractor shall ensure that enough skilled personnel are available during a crisis for any operational emergency due to utility failure, damage control, and damage repair. A crisis management plan may be required to be submitted to the Contracting Officer within 10 calendar days after crisis notification. The contractor shall identify essential personnel by submitting an essential personnel list to the Contracting Officer. The list shall contain the individuals' names, addresses, social security numbers, security clearances (if any), and duty title.

**35.** PROPOSED KEY PERSONNEL, MINIMUM QUALIFICATIONS OF KEY PERSONNEL, PROPOSED SUBCONTRACTORS, PROCESSES, PROCEDURES AND MATERIALS.

Unless specifically deleted in writing by the Contracting Officer at time of award, any proposed key personnel, minimum qualifications for incoming or replacement key personnel, subcontractors, processes, procedures or materials are hereby incorporated into the contract resulting from the solicitation, and performance shall be limited to individuals, qualifications, firms, procedures, and materials that were specifically identified in proposals or agreed to in negotiations. **The Contractor shall obtain the Contracting Officer's written consent before making any substitutions or changes.**

**Key Personnel Descriptions:** An individual Key Team Member may not hold more than one key role. The following are minimum qualifications for the required key personnel:

Project Manager: The Contractor's Project Manager shall have a minimum of 5 to 10 years of experience as a Project Manager working on projects similar in size and scope to the solicited project.

Site Superintendent: The Contractor's Site Superintendent shall have a minimum of 5 to 10 years of experience as a as a Site Superintendent working in general construction areas that included extensive interactions with the Government.

Quality Control Manager: The QC Manager must be a construction person with a minimum of 10 years of experience working on projects similar in size and scope to the solicited project.

Safety Manager: The Safety and Health Officer shall have a minimum of 5 years of experience working on projects similar in size and scope to the solicited project, and 5 years of experience working with the requirements described in Paragraph 28, SAFETY ASSURANCE.

**36.** The Following is provided to assist in the subcontractor reporting required by 52.204-10, REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS

AGENCY CODE 5700

TAS 057-3830

**END OF Division 01, Section 01 00 00 Specifications**

*** END OF NARRATIVE ***

**Requirements**

Construction of F-16 Mission Training Center

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Product Service Code : Y1JZ