SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	W9123626BA006	[X] SEALED BID (IFB) INVITATION FOR BID [ ] NEGOTIATED (RFP) REQUEST FOR PROPOSAL	18 JUN 2026	1 OF 85

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
		W9123626B1AUI

7. ISSUED BY CODE W91236

W2SD ENDIST NORFOLK
KO CONTRACTING OFFICE, 803 FRONT STREET
NORFOLK, VA 23510-1096
UNITED STATES
MICHAEL STEVENSON, EMAIL: MICHAEL.L.STEVENSON@USACE.ARMY.MIL
TELEPHONE: 757-201-2133

8. ADDRESS OFFER TO

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)*
	MICHAEL STEVENSON	757-201-2133

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: VEHICLE RECOVERY RANGE AT FORT LEE
PROJECT LOCATION: PRINCE GEORGE COUNTY, VIRGINIA

PROJECT TITLE: VEHICLE RECOVERY RANGE
PROJECT LOCATION: FORT LEE, VA

A) THIS ACQUISITION IS SOLICITED AS A 100% COMPETETIVE 8(A) SMALL BUSINESS SET-ASIDE DESIGN-BID-BUILD PROCUREMENT USING THE INVITATION FOR BID SELECTION PROCESS IN ACCORDANCE WITH RFO PART 14.
B) NAICS CODE: 236220 - COMMERCIAL AND INSTITUTIONAL BUILDING CONSTRUCTION
C) SMALL BUSINESS SIZE STANDARD: $45 MILLION
D) SBA REQUIREMENT NUMBER: ER1765806540N
E) THIS IS A RATED ORDER, WITH A RATING OF DO-C2, CERTIFIED FOR NATIONAL DEFENSE USE, AND YOU ARE REQUIRED TO FOLLOW ALL PROVISIONS OF THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM REGULATIONS (15 CFR 700).

11. The contractor shall begin performance within 10 calendar days and complete it within 365 calendar days after receiving

[ ] award, [X] notice to proceed. This performance period is [X] mandatory [ ] negotiable. ***(See*** SECTION 00 73 00 ***).***

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
[X] YES [ ] NO	10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 02:00 PM ***(hour)*** local time 28 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 [X] is, [ ] is not required.

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

d. Offers providing less than 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

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

CODE FACILITY CODE

15. TELEPHONE NUMBER *(Include area code)*

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

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

AMOUNTS ▶

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

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

AMENDMENT NUMBER										
DATE										

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

20b. SIGNATURE

20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

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

26. ADMINISTERED BY

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

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

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

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

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

Section 00 00 00 - Procurement and Contracting Requirements

Instrument Name: Vehicle Recovery Range at Fort Lee

Project Title: Vehicle Recovery Range Project Location: Fort Lee, VA A) THIS ACQUISITION IS SOLICITED AS A 100% COMPETETIVE 8(A) SMALL BUSINESS SET-ASIDE DESIGN-BID-BUILD PROCUREMENT USING THE INVITATION FOR BID SELECTION PROCESS IN ACCORDANCE WITH RFO PART 14. B) NAICS CODE: 236220 - COMMERCIAL AND INSTITUTIONAL BUILDING CONSTRUCTION C) SMALL BUSINESS SIZE STANDARD: $45 MILLION D) SBA Requirement Number: ER1765806540N E) THIS IS A RATED ORDER, WITH A RATING OF DO-C2, CERTIFIED FOR NATIONAL DEFENSE USE, AND YOU ARE REQUIRED TO FOLLOW ALL PROVISIONS OF THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM REGULATIONS (15 CFR 700).

DESCRIPTION OF THE PROJECT: The purpose of this project is to construct 24 concrete turning pads, along with required site drainage improvements and road alignment and repair as necessary. The contract will be executed in three distinct phases, with the contractor granted access to only one phase at a time. Completion of each phase is required before proceeding to the next. The remaining phases (two and three) will only be performed if the options for phases are exercised. During construction activities in one phase, the Army will conduct training operations in the remaining two phases.

Each turning pad, as identified in the project drawings, will require excavation of the existing roadbed and placement of concrete in accordance with the design specifications. Storm drainage systems will be installed to ensure positive site drainage throughout the construction process. Upon proper curing of the concrete turning pads, the connecting roads will be re-graded and aligned to seamlessly integrate with the pads, as detailed in the contract drawings.

*** END OF NARRATIVE ***

Section 00 01 15 - List of Drawing Sheets

The attachments listed in this Section are incorporated by reference and made part of this contract with the same force and effect as if included in full text.

*** END OF NARRATIVE ***

Identifier	Document Name	Document Description	Reference Identifier	Date	Line Item	Page Numbers	Document Type	Provided Under Separate Cover
0001	Bid Schedu le	Bid Schedule		16 Jun 2026		1	Attachment	No
0002	RTA Specif ications 1 1202025	Specification		16 Jun 2026		233	Attachment	No
0003	1188_G-A_R ECOVERY_RA NGE_100_C	Drawings		16 Jun 2026		73	Attachment	No

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

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Work for this CLIN includes Priority One; installation of concrete turning pads identified on solicitation drawing sheet G-005 and as described in the plans and specifications, excluding bid items 0002-0003. Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 0002	Work for this CLIN includes Priority two; installation of concrete turning pads identified on solicitation drawing sheet G-005 and as described in the plans and specifications, excluding bid item 0001 and 0003. Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 0003	Work for this CLIN includes Priority three; installation of concrete turning pads identified on solicitation drawing G-005 and as described in the plans and specifications, excluding bid item 0001-0002. Pricing Arrangement: Firm Fixed Price	1	Job		

Section 00 21 00 - Instructions

SITE VISIT (CONSTRUCTION) (FEB 1995)

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

(b) Site visits may be arranged during normal duty hours by contacting:

Name: _____TBD_____

Address: _____TBD_____

Telephone: _____TBD_____

(End of Condition)

Alternate I (FEB 1995). If an organized site visit will be conducted, substitute a paragraph substantially the same as the following for paragraph (b) of the basic condition:

(b) An organized site visit has been scheduled for-

_____TBD_____

(c) Participants will meet at-

_____TBD_____

PHYSICAL DATA (APR 1984)

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

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by 'See Plans and Specs'.

(b) Weather conditions 'See Plans and Specs'.

(c) Transportation facilities 'See Plans and Specs'.

(End of condition)

*** 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		
52.204-16	Commercial and Government Entity Code Reporting.	2020-08		
52.204-22	Alternative Line Item Proposal.	2017-01		
52.214-3	Amendments to Invitations for Bids. (Deviation 2026-O0038)	2026-02		
52.214-4	False Statements in Bids.	1984-04		
52.214-5	Submission of Bids. (Deviation 2026-O0038)	2026-02		
52.214-6	Explanation to Prospective Bidders.	1984-04		
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids. (Deviation 2026-O0038)	2026-02		
52.214-12	Preparation of Bids.	1984-04		
52.214-34	Submission of Offers in the English Language.	1991-04		
52.214-35	Submission of Offers in U.S. Currency.	1991-04		
52.222-5	Construction Wage Rate Requirements-Secondary Site of	2014-05		

	the Work.	
52.225-12	Notice of Buy American Requirement-Construction Materials Under Trade Agreements.	2014-05

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	2023-11		
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
52.211-14	Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use.	2008-04		

Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use (Apr 2008)

Any contract awarded as a result of this solicitation will be [ ] DX rated order; [X] DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

52.216-1	Type of Contract. (Deviation 2026-O0038)	2026-02

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

The Government contemplates award of a __firm-fixed price_ contract resulting from this solicitation.

(End of provision)

52.228-1	Bid Guarantee.	1996-09

Bid Guarantee (Sept 1996)

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

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

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

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

(c) The amount of the bid guarantee shall be _20%___ percent of the bid price or $_3,000,000.00___, whichever is less.

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

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

(End of clause)

52.233-2	Service of Protest.	2006-09

Service of Protest (Sept 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. Army Corps of Engineers, Norfolk District

ATTN: Michael Hagerty

Email: Michael.Hagerty@usace.army.mil

803 Front Street

Norfolk, VA 23510

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

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

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

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

https://www.acquisition.gov/dfars

(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 (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any __Defense Federal Acquisition Regulation Supplement__ (48 CFR Chapter__2__) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.215-7008	Only One Offer.	2022-12		

ONLY ONE OFFER (DEC 2022)

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

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

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

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

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

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

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.

S. Contracting Officer that the proposed price is fair and reasonable ____[U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification].

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

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

(End of provision)

Section 00 21 13 - Instructions to Bidders

INSTRUCTIONS TO BIDDERS

1. BID SUBMISSION INSTRUCTIONS

The Norfolk District will NOT accept bids by mail, hand-carry, or commercial courier (that is, no physical bids will be accepted in response to this solicitation). All bids must be submitted by electronic commerce only (that is, by submission via PIEE, as discussed below, only).

Bid Submission Requirements:

Submission Points of Contact:

Contract Specialist

Name: Michael Stevenson

Number: 757-201-7233

Email: michael.l.stevenson@usace.army.mil

Contracting Officer

Name: Michael Hagerty

Number: 757-201-7302

Email: michael.hagerty@usaec.army.mil

Electronic Proposal Submission in Procurement Integrated Enterprise Environment (PIEE):

In accordance with (IAW) RFO 52.214-7, LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS, all bids must be received at the initial point of entry to the Government infrastructure not later than **the date and time listed on page 1 of the Standard Form 1442 (SF 1442)**. Bids shall be submitted through the Solicitation Module of the Procurement Integrated Enterprise Environment (PIEE) suite at https://piee.eb.mil/. Submittals by any other means will not be evaluated unless the PIEE system is down and another method of submittal is approved by the Contracting Officer in writing. Submittals sent through proprietary or third-party File Transfer Protocol (FTP) sites or DoD SAFE will not be retrieved.

It is the offeror's responsibility to check the PIEE Solicitation Module to ensure successful submission. In the event the PIEE Solicitation Module is down, the Bidder must notify the Contracting Officer, that the system is down and submission through the Solicitation Module is not possible, prior to the submission deadline. Contractor notification shall be in writing and may be in conjunction with verbal notification, but verbal notification alone shall not be sufficient.

It is the responsibility of the Bidder to confirm receipt of proposals. All bids received after the exact time specified for receipt shall be treated as late submissions and will not be considered except under facts and circumstances allowed by the Revolutionary Federal Acquisition Overhaul (RFO). In the event the Contractor alleges technical difficulties and does not notify the contracting officer until after the submission deadline, the Contracting Officer will follow procedures identified in the Federal Acquisition Regulation (RFO 52.214-7) to determine if the Contractor's late submission is accepted.

Bidders are responsible for ensuring electronic copies are virus-free and shall run an anti-virus scan before submission. Electronic copies of each volume shall be compatible with the following software products: Adobe Acrobat Reader 11 and Microsoft Office Suite 2016. Narrative portions of the proposal shall be in Adobe Acrobat portable document file (pdf) searchable text format. The Offeror shall not embed sound or video (e.g., MPEG) files into the proposal files. Electronic files shall be clearly identified for each volume, section, and item.

NOTE: Do NOT enter Privacy Act Data (Personal Identification Information (PII) in the File Description.)

OFFERORS ARE STRONGLY ENCOURAGED TO AVOID WAITING UNTIL THE LAST MINUTE TO ATTEMPT TO TRANSMIT THEIR PROPOSALS. TECHNICAL ISSUES WITH UPLOAD MAY RENDER YOUR PROPOSAL TO BE LATE.

Procurement Integrated Enterprise Environment (PIEE) Resources:

Training material and guides for registering and submitting proposals are listed below: PIEE Solicitation Module Vendor Access Instructions: https://dodprocurementtoolbox.com/cms/sites/default/files/resources/2021- 08/PIEE%20Solicitation%20Module%20Vendor%20Access%20Instructions_0.pdf

- PIEE Solicitation Module Vendor Access Instructions: https://dodprocurementtoolbox.com/cms/sites/default/files/resources/2021-08/PIEE%20Solicitation%20Module%20Vendor%20Access%20Instructions_0.pdf
- For instructions on how to post an offer, please refer to the Posting Offer demo: https://pieetraining.eb.mil/wbt/sol/Posting_Offer.pdf
- Additional training and PIEE Solicitation Module resources can be found on the PIEE website at: https://pieetraining.eb.mil/wbt/xhtml/wbt/sol/solicitation/proposals.xhtml

There are two vendor roles (Proposal Manager, Proposal View Only) for the PIEE Solicitation Module. The Proposal Manager role is required to submit an offer to a solicitation posted in the PIEE Solicitation Module. Additionally, please be advised that when using the PIEE Solicitation Module, the user's e-mail address in PIEE must match the e-mail address on file in SAM.gov.

Any questions regarding bid submission must be submitted in ProjNet.

ACCEPTANCE OF BONDS AND OTHER FINANCIAL PROTECTIONS:

Please be advised that in accordance with FAR Deviation 2020-O0016, Class Deviation - Original Documents, Signatures, Seals and Notarizations - Electronic signatures and electronic, mechanically applied, or printed dates may be used and shall be considered original signatures and dates, without regard to the order in which they are affixed for all of RFO part 28 instruments as requested by this solicitation. The solicitation hereby incorporates Deviation 2020-O0016. For any bid bond, performance bond, or payment bond that may be required under this procurement, a seal is not required. In the event of conflict in another provision in the solicitation, the Deviation will control.

Documents to be submitted prior to the Bid Closing Date:

1. Filled-in and signed SF1442 (page 1 and 2)

2. Filled-in and signed SF30s (for any amendments to the Solicitation)

3. Bid Schedule (See Section 2 and Attachment 1to this solicitation)

4. Bid Guarantee (See Instructions and RFO Clause 52.228-1)

5. Responsibility Documents, optional (See Instructions Section 3)

6. Copy of JV Agreement, if applicable (See Instructions Section 3)

7. Evidence of Agency Authority, if applicable (See Instructions Section 8)

Electronic Bid Opening

There will be a "public" bid opening conducted by the Government via teleconference on **29 JULY 2026 at 10:00 AM EST** for participating bidders. The teleconference phone number and access codes will be emailed to participants once bid submission due date and time has lapsed. Bidders will be able to participate in the reading of the bids through this teleconference.

A bid abstract containing bid results will be posted to SAM.gov within twenty-fours (24) hours of the bid opening. Upon request, the Norfolk District will make the opened bids available for examination.

A copy of the duly executed Bid Guarantee (signed by principal and surety with raised seal) must also be included in the attachment labeled "Bid.26BA006_Bidder Name." A physical copy of the Bid Guarantee in proper form with evident raised seal must be submitted within seventy-two (72) hours to the Government upon request from the apparent low bidder. Additionally, the bid submission shall provide signed BID by letter to include SF1442 and SF 30 acknowledgement of all Amendments.

2. BASIS OF AWARD

All blanks on the Attachment 1 Bid Schedule must be filled in by the bidder. In order for the bidder to be considered responsive, all CLINs must provide pricing in order to be considered. If a zero is proposed as cost of a line item, it should be clearly identified on the CLIN schedule by stating "$0.00" as applicable. All Unit Prices and Net Amounts on Attachment 1 must be rounded to the nearest whole dollar. A single award will be made to the responsible contractor submitting the lowest responsive bid on the basis of the total bid price, which shall be calculated as the sum of CLINs 0001 through 0003.

3. AWARD TO RESPONSIBLE BIDDER (RFO 9.1)

Responsibility will be determined, prior to award, by the Contracting Officer, using any performance data available from the prospective contractor. In accordance with Revolutionary FAR Overhaul (RFO) 9.104, the bidder will be required to show that he has the necessary capital, experience, and owns or can procure the necessary plant or other resources to commence the work at the time prescribed in the specifications and thereafter to prosecute and complete the work safely and satisfactorily within the time specified.

To be determined responsible, a bidder must:

a) Have adequate financial resources to perform the contract, or the ability to obtain them.

b) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

c) Have a satisfactory performance record. A prospective contractor shall not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history.

d) Have a satisfactory record of integrity and business ethics.

e) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors).

f) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them.

g) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

Additionally, in accordance with RFO Part 9.1, prior to awarding a contract, the Government will conduct a Responsibility Determination of the firm selected for award. The below information will be requested of the apparent low bidder. The below listed information is not required to be responsive to the Invitation for Bid; however, it is HIGHLY recommended that bidders provide the below information with their bid.

The apparent low bidder shall submit the below information to the Government within 3 working days of Government request:

a) One (1) signed bank reference demonstrating adequate financial resources. If bidder's firm has a line of credit - provide information on how many figures bidder can borrow against the line of credit (e.g., medium 6 figures - exact line of credit is not required).

b) The bidder shall provide the latest three complete fiscal year financial statements for the prime contractor, certified by an independent accounting firm, if available, or if unavailable then signed by an authorized officer of the organization. Submit evidence of availability of working/operating capital, which will be used for the performance of the resultant contract. For Joint Venture arrangements, submit a copy of the JV agreement and the latest three complete fiscal year financial statements for each company in the Joint Venture and discuss the financial responsibilities among the companies. The Government may also utilize Dun & Bradstreet reports to evaluate the financial capacity of the bidder.

c) Representations and Certifications. Submit all pages of the Solicitation Section 00 45 00 Representations and Certifications. It is recognized that many of the same provisions are already completed in SAM.gov. Offerors shall fill in any provisions not already listed in SAM.gov, and shall fill in any provisions where the offeror's response differs for this Solicitation as compared to what is stated in SAM.gov.

DEFINITIVE RESPONSIBILTY CRITERIA INFORMATION

The submission responding to the DRC must be provided in the form of a written detailed narrative, with a page limitation that shall not exceed five (5) single-sided pages in total. Subsequent to bid opening, the Government will request the DRC information from the apparent low bidder. This information shall be provided to the Government within three 3 business days of the request. The DRCs will not impact the Government's determination of bid responsiveness in accordance with RFO 14.301.

The written narrative for the DRC listed below must demonstrate a bidder's successful completion of a contract(s) demonstrating all of the following two performance elements. The experience may be, but does not need to be, demonstrated in a single contract and may be demonstrated through more than one contract. To be deemed qualifying experience, each contract must have a minimum $1 million contract value, and projects must have been completed within the past six years immediately preceding the date of solicitation. The Definitive Responsibility Criteria is provided as follows:

1. Demonstrate that the company has performed as the prime contractor on at least one (1) construction contract on a military installation located within the continental United States, completed within the last six (6) years from issuance of this solicitation (on or after **18 June 2020**). If using subcontractor experience, an unequivocal letter of commitment must be submitted. Supply the following information for each contract submitted:

a. Name of project

b. Date of award

c. Date of completion

d. Name of owner

e. Owner point of contact information

f. Contract number

g. Description of the work performed

2. Demonstrate the company has performed as the prime contractor, or as a subcontractor on at least one (1) U.S. federal construction contract that included the placement of a minimum of 700 square yards (SY) of concrete pavement, completed within the last six (6) years of issuance of this solicitation (on or after **18 June 2020**), with a minimum contract value of $1,000,000.00. Supply the following information for each contract submitted:

a. Name of project

b. Date of award

c. Date of completion

d. Name of owner

e. Owner point of contact information

f. Contract number

g. Description of the work performed by the company including description details of concrete placement efforts by the company.

Bidders will be evaluated on conformance to these criteria. The Government reserves the right to reject any or all bids.

The Government reserves the right to validate the matters responsive to all responsibility criteria through review of CPARS and other DOD or Government appraisal systems.

Prime and subcontractor experience can be submitted for DRCs. In the case of a joint venture (JV), experience may be submitted from the JV submitting the bid, experience of one of the members of the JV submitting the bid, or experience of a member of the submitting JV if performed by that member as part of a different JV. Each contractor's (company's) experience shall be identified as belonging to that company. If subcontractor experience is used to meet the DRC criteria, a letter of commitment must be submitted from the subcontractor.

4. EVIDENCE OF AUTHORITY TO SIGN BIDS

Evidence of the authority of individuals signing offers to submit firm offers on behalf of the offeror is required except where the offer is signed, and shows that it is so signed, by: the President, Vice-President, or Secretary of an incorporated offeror; a partner in the case of a partnership; or the

owner in the case of a sole proprietorship. Failure to submit with the offer satisfactory evidence of the authority of all other persons may be cause for rejection of the offer as invalid or nonresponsive.

5. PRE-AWARD SAFETY CONFERENCE

Where an apparent low bidder, in performance of contracts during the previous three-year period, incurred one or more accidents, or where, in the opinion of the Contracting Officer, there is any question regarding this compliance with any safety or accident prevention requirement, such bidder, on request of the Contracting Officer prior to any award under this solicitation, shall attend a conference with representatives of the Contracting Officer to discuss any such accidents or non-compliance, the reason for their occurrence, and measures which will be taken to preclude any recurrence thereof.

Information elicited at this conference will be used by the Contracting Officer, in conjunction with other information obtained in a pre-award survey, in determining the bidder's responsibility.

The items discussed, the preventive measures considered, and any conclusions reached in this conference shall be recorded in minutes of the meeting, which shall be authenticated by the signatures of representatives of the bidder and the Contracting Officer, and any procedures noted therein as agreed upon shall become an obligation of the bidder, along with all other safety and accident prevention requirements of the contract, if award is made to him.

6. INSPECTION OF THE SITE

Prospective bidders are invited to visit the site of the work in order to acquaint themselves as to site conditions and other problems incident to the prosecution of the work. Arrangements for inspection of the site are identified in the Instructions Section "SITE VISIT (CONSTRUCTION)".

7. INCURRING COSTS

The Government is not liable for any costs incurred by the bidder submitting a bid in response to this solicitation.

8. AGENTS

Bids signed by an Agent must be made in the name of the Principal and must be accompanied by evidence of said Agent's authority to act on behalf of its Principal.

9. UNBALANCED BIDS

Any bid which is materially unbalanced as to prices for the contract line items may be rejected as non-responsive or otherwise not considered for award. An unbalanced bid is one which is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

10. UNAUTHORIZED INSTRUCTIONS FROM GOVERNMENT OR OTHER PERSONNEL

The contractor shall not accept instructions issued by any person, employed by the U.S. Government or otherwise, other than the Contracting Officer or the Authorized Representative of the Contracting Officer acting within the limits of his/her authority as defined in the Designation of Authority letter.

11. MAGNITUDE OF CONSTRUCTION

The magnitude of construction is between, **$5,000,000** and **$10,000,000**.

12. PROJNET - BIDDERS QUESTIONS AND COMMENTS

Submit all technical inquiries and questions relating to the solicitation via Bidder Inquiry to ProjNet at www.projnet.org/projnet.

To submit and review announcement inquiry items, prospective applicants will need to be a current registered user or self-register into the system.

To self-register, go to the ProjNet web page, click the "Managing Agency" drop down, then select "USACE" for the agency and enter your email. On the same page, enter the Key Access code (provided below), agree to the privacy policy, and click "Sign In" to continue. On the next screen, fill in all required information and click "Add User." Last, verify the information is correct and click to continue.

Once logged in, you may view all prospective applicant inquiries or add an inquiry. Only one question will be allowed per inquiry. If multiple questions are included in a single inquiry, only the first question will be answered. All others will remain unanswered until entered in as single inquiries.

The Project ID is: **W9123626BA006**

The Bidder Key Access Code is: **C8MMN4-K7YR8S**

The Bidder Inquiry System will be closed to new inquiries ten (10) calendar days prior to the solicitation due date to ensure adequate time is allotted to form an appropriate response and amend the solicitation, if necessary.

All submitted questions will be responded to via ProjNet and an amendment issued prior to the closing date. **Offerors are requested to review the specification in its entirety and review the Bidder Inquiry System for answers to questions prior to submission of a new inquiry.**

See the ProjNet Help page at: https://projnet.org/projnet/binKornHome/index.cfm?strKornCob=HelpDeskInfo OR for assistance through phone using the Call Center or email using the Online Help option if needed.

13. SOCIOECONOMIC STATUS VALIDATION

This is a 100% Competitive 8(a) Small Business Set-Aside IFB, the System for Award Management (SAM) website will be used to verify bidder's socio-economic status. In accordance with RFO 52.204-7 SAM Registration please ensure that your Cage Code is listed on Block 14 of the SF1442 in order to be responsive.

Bidders must represent in SAM.gov that they are a Small Business under NAICS code 236220. If you are submitting a bid as a Joint Venture (JV) you need to submit your JV Agreement with your bid.

14. DISTRIBUTION OF ADVANCE

Information regarding USACEs definition of equitable adjustments for change orders under construction contracts can be found by following the weblink, Partnering With Us, https://https://www.usace.army.mil/Strategic-Partnerships/Partnering/mod/129895/details/443/https://www.usace.army.mil/Strategic-Partnerships/Partnering/mod/129895/details/443/

Click on link for View Construction Contract Modification Process.

*** 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.	2026-02		

Section 00 45 00 - Representations and Certifications

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	2021-11		
52.204-26	Covered Telecommunications Equipment or Services-Representation.	2020-10		
52.209-7	Information Regarding Responsibility Matters.	2018-10		
52.209-13	Violation of Arms Control Treaties or Agreements-Certification.	2021-11		
52.223-1	Biobased Product Certification.	2024-05		
52.223-4	Recovered Material Certification.	2008-05		
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	2022-09		

	Compensation of Former DoD Officials.	
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	2016-10
252.204-7016	Covered Defense Telecommunications Equipment or Services-Representation.	2019-12
252.225-7031	Secondary Arab Boycott of Israel .	2005-06
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

DFARS Provisions Incorporated by Full Text

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

ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2025)

Substitute the following paragraphs (b), (d), and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

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

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

[ ] (i) Paragraph (e) applies.

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

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

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

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

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

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

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

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

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

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

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

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

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

[ ] Use with Alternate I.

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

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

[ ] Use with Alternate I.

[ ] Use with Alternate II.

[ ] Use with Alternate III.

[ ] Use with Alternate IV.

[ ] Use with Alternate V.

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

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

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

FAR/DFARS Provision #	Title	Date	Change
____	____	____	
____	____	____	
____	____	____	
____	____	____	
____	____	____	

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

(End of provision)

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

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

The Offeror is not required to complete the representation in this provision if the Offeror has

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

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

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

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

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

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

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

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

manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

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

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

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

(End of provision)

Section 00 70 00 - Conditions of the Contract

AWARD INFORMATION

1. NOTICE OF AWARD

Only a warranted Contracting Officer (either PCO or ACO) acting within their delegated limits has the authority to issue modifications or otherwise change the terms and conditions of this contract. If an individual other than the Contracting Officer attempts to make changes to the terms and conditions of this contract, you shall not process with the change and shall immediately notify the Contracting Officer.

Administrative Contracting Officer (ACO):

POC - TBD

Email -

Phone -

Contracting Officer:

POC - Michael Hagerty

Email - Michael.Hagerty@usace.army.mil

Phone - 757-201-7303

2. DEPARTMENT OF LABOR WAGE DECISION (CONSTRUCTION)

Any contract awarded as a result of this solicitation will be subject to the U.S. Department of Labor Wage Decision(s) Number VA20250170 dated 05/18/2026.

3. REQUIRED INSURANCE

The contractor shall procure and maintain during the entire period of performance under this contract, the following minimum insurance:

TYPE	AMOUNT
Worker's Compensation	As required by State Law
Employer's Liability	$100,000 per person
General Liability	$500,0000

Motor Vehicle Liability (for each vehicle)	$200,000 per person Bodily
Injury or Death	$500,000 per occurrence
Property Damage	$20,000 per occurrence

Prior to commencement of work hereunder, the contract shall furnish to the Contracting Office a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than 30 days after written notice thereof to the Contracting Officer.

4. PROGRESS REPORTS AND PAYMENT REQUESTS

Progress payments will be made monthly as work proceeds, or at more frequent intervals as determined by the Contracting Officer. Invoices shall be submitted on the ENG Form 93 through Resident Management System (RMS).

5. PERFORMANCE EVALUATION OF CONTRACTOR

As a minimum, the Contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluations may be prepared at any time during contract performance when determined to be in the best interest of the Government. In compliance with DOD FAR Supplement 236.201, Performance Evaluation Reports will be available to all DOD Contracting Offices for their future use in determining contractor responsibility.

Agencies shall monitor their compliance with the past performance evaluation requirements (see 42.1502) and use the Contractor Performance Assessment Response System (CPARS) to measure the quality and timely reporting of past performance information.

Past performance information shall be entered in CPARS, the Government wide evaluation reporting tool for all past performance reports on contracts and orders. Instructions for submitting evaluations into CPARS are available at http://www.cpars.gov/. Contractors are required to register with the system to respond and view their reports.

Contractors CPARS POC:

Name:

6. LOCATION OF SITE ON A GOVERNMENT RESERVATION

The site of the work is on a government reservation and all rules and regulations issued by the Commanding Officer covering general safety, security, and sanitary requirements, etc., shall be observed by the contractor.

7. ACCIDENT PREVENTION PLAN

In accordance with RFO 52.236-13 entitled "Accident Prevention", the contractor will not be allowed to commence work on the job site until an acceptable accident prevention plan has been submitted. The contractor will receive official notification of the acceptance of his accident prevention plan.

8. IDENTIFICATION OF CORRESPONDENCE

All correspondence and data submitted by the contractor under this contract shall reference the contract number.

Special Contract Requirements:

1) RFO provision 52.229-11 and RFO clause 52.229-12

RFO provision 52.229-11 and RFO clause 52.229-12 are included in this solicitation. This provision and clause concern the imposition of a 2 percent Federal excise tax withholding on any resultant contract award or payment request. This rule applies to Federal Government contracts for goods or services that are awarded to foreign persons - such as foreign contractors. It implements the Department of the Treasury's final regulations published in the Federal Register at 81 FR 55133 on August 18, 2016, under section 5000C of the Internal Revenue Code relating to the 2 percent tax on payments made by the U.S. Government to foreign persons pursuant to certain contracts.

Pursuant to the RFO 52.229-3 Federal, State, and Local Taxes, taxes imposed under 26 U.S.C. 5000 C may not be included in the contract price or reimbursed.

Exemptions from this excise tax must be claimed by an Offeror when it submits, with its offer, a U. S. Department of Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs. gov/W14. If not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent on each contract payment. Failure to submit an IRS Form W-14 with each payment request will also result in an automatic withholding of 2 percent from the payment request.

When filling out the IRS Form W-14 the following information may be used to complete Part I, Lines 6 and 7.

Line 6 Contract/reference number: ***[W9123626BA006]***

Line 7 "Name and address of the acquiring agency": ***[U.S. Army Corps of Engineering, 803 Front Street, Norfolk, VA 23510]***

Any exemption claimed and self-certified is subject to audit by the IRS. Any disputes concerning this tax are adjudicated by the IRS because the Section 5000C tax is a tax matter not a contract issue.

Offerors are encouraged to seek guidance from their own tax professionals for advice concerning the provision, clause, and exclusions exclusion/submission of IRS Form W-14. Additional information is also available at:

Notwithstanding the above, the USACE does not have a means of withholding this excise tax at this time. As a result, contractors are expected to comply with the instructions above and to properly complete and return the W-14 at proposal submission, and with each pay application. Whether the contractor sets the money aside for future payment to the IRS, or makes payment to the IRS, is the contractor's discretion, based on its analysis of the regulations regarding the excise tax. In the event that USACE is able to withhold during contract performance, it will notify the contractor and make such a withholding (including any catch up withholdings); no advance notice is required to the contractor prior to the withholding. Under no circumstances is USACE liable for any tax not paid by the contractor. The contractor is liable for the tax, to the extent required by law, regardless of whether USACE makes a withholding.

FAR 29.204 expressly states that "[a]gencies merely withhold the tax (section 5000C tax) for the Internal Revenue Service (IRS). All substantive issues regarding the underlying section 5000C tax, e.g., the imposition of, and exemption from the tax, are matters under the jurisdiction of the IRS." Therefore, we cannot help you determine how the tax law applies to you. We strongly recommend that you contact the IRS and/or a tax professional should you have any questions of this nature. To be clear, this information does not constitute tax advice or a representation of your tax liability. Furnishing this information does not create liability for the USACE for any Federal, state, or local taxes applicable to the above-referenced contract or any other contract.

*** END OF NARRATIVE ***

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-2	Security Requirements. (Alternate II)	2021-03	Alternate II	1984-04
52.214-27	Price Reduction for Defective	2020-06	Deviation	2021-10

	Certified Cost or Pricing Data -- Modifications -- Sealed Bidding (DEVIATION 2022-O0001)		2022-O0001	
52.214-28	Subcontractor Certified Cost or Pricing Data -- Modifications -- Sealed Bidding (DEVIATION 2022-O0001)	2020-06	Deviation 2022-O0001	2021-10
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)	2005-07	Deviation 2025-O0003	2025-03
52.223-10	Waste Reduction Program. (DEVIATION 2025-O0004)	2024-05	Deviation 2025-O0004	2025-03
52.223-23	Sustainable Products and Services. (DEVIATION 2025-O0004)	2024-05	Deviation 2025-O0004	2025-03
52.225-12	Notice of Buy American Requirement-Construction Materials Under Trade Agreements. (Alternate II)	2014-05	Alternate II	2023-11
52.228-11	Pledges of Assets (DEVIATION 2020-O0016)	2021-02	Deviation 2020-O0016	2020-04
52.240-1	Prohibition on Unmanned Aircraft Systems Manufactured or	2024-11		

	Assembled by American Security Drone Act-Covered Foreign Entities.			
52.244-6	Subcontracts for Commercial Products and Commercial Services. (DEVIATION 2025-O0003)	2025-10	Deviation 2025-O0003	2025-03

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
252.226-7003	Drug-Free Work Force.	2024-08		

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-8	Annual Representations and Certifications. (DEVIATION 2025-O0003 and 2025-O0004)	2025-10	Deviation 2025-O0004	2025-03

Annual Representations and Certifications (MAR 2025)(DEVIATION 2025-O0003 and 2025-O0004)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is _236220___.

(2) The small business size standard is _$45,000,000.00___.

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

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

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

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

(b)

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

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

(i) Paragraph (d) applies.

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

(c)

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

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

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

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

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

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

(xiv) [Reserved]

(xv) [Reserved]

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

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

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

(xix) [Reserved]

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

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

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

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

(C) If the acquisition value is $100,000 or more but is less than $102,280, the provision with its Alternate III applies.

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

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

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

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

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[*Contracting Officer check as appropriate.*]

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

(ii) 52.204-20, Predecessor of Offeror.

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

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

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

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through https://www.sam.gov. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by

reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change
_____

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

(End of provision)

52.217-7	Option for Increased Quantity-Separately Priced Line Item.	1989-03

Option for Increased Quantity-Separately Priced Line Item (Mar 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within _120 days After Notice to Proceed___. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.219-14	Limitations on Subcontracting (DEVIATION 2021-O0008)	2022-10	Deviation 2021-O0008	2023-02

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

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

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

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

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

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

(End of clause)

52.228-15	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)

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		
52.204-2	Security Requirements.	2021-03		

52.204-9	Personal Identity Verification of Contractor Personnel.	2011-01
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards.	2020-06
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02
52.204-18	Commercial and Government Entity Code Maintenance.	2020-08
52.204-19	Incorporation by Reference of Representations and Certifications.	2014-12
52.204-21	Basic Safeguarding of Covered Contractor Information Systems.	2021-11
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities.	2023-12
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	2021-11
52.204-27	Prohibition on a ByteDance Covered Application.	2023-06
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred,	2025-01

	Suspended, Proposed for Debarment, or Voluntarily Excluded	
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters.	2018-10
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02
52.210-1	Market Research.	2021-11
52.211-5	Material Requirements.	2000-08
52.211-13	Time Extensions.	2000-09
52.211-15	Defense Priority and Allocation Requirements.	2008-04
52.214-18	Preparation of Bids-Construction.	1984-04
52.214-19	Contract Award-Sealed Bidding-Construction.	1996-08
52.214-26	Audit and Records-Sealed Bidding.	2020-06
52.214-29	Order of Precedence-Sealed Bidding.	1986-01
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	2026-02
52.219-8	Utilization of Small Business Concerns.	2025-01
52.219-33	Nonmanufacturer Rule.	2021-09

52.222-4	Contract Work Hours and Safety Standards -Overtime Compensation.	2018-05
52.222-6	Construction Wage Rate Requirements.	2018-08
52.222-8	Payrolls and Basic Records.	2021-07
52.222-10	Compliance with Copeland Act Requirements.	1988-02
52.222-11	Subcontracts (Labor Standards).	2014-05
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.	1988-02
52.222-15	Certification of Eligibility.	2014-05
52.222-30	Construction Wage Rate Requirements-Price Adjustment (None or Separately Specified Method).	2018-08
52.222-32	Construction Wage Rate Requirements-Price Adjustment (Actual Method). (Deviation 2026-O0038)	2026-02
52.222-35	Equal Opportunity for Veterans.	2020-06
52.222-36	Equal Opportunity for Workers with Disabilities.	2020-06

52.222-37	Employment Reports on Veterans.	2020-06
52.222-40	Notification of Employee Rights Under the National Labor Relations Act.	2010-12
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02
52.222-54	Employment Eligibility Verification.	2025-01
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026.	2022-01
52.222-62	Paid Sick Leave Under Executive Order 13706.	2022-01
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	2026-04
52.223-2	Reporting of Biobased Products Under Service and Construction Contracts.	2024-05
52.223-5	Pollution Prevention and Right-to-Know Information.	2024-05
52.223-20	Aerosols.	2024-05
52.223-21	Foams.	2024-05
52.225-13	Restrictions on Certain Foreign Purchases.	2021-02
52.226-7	Drug-Free Workplace.	2024-05

52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05
52.227-1	Authorization and Consent.	2020-06
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	2020-06
52.227-4	Patent Indemnity-Construction Contracts.	2007-12
52.228-2	Additional Bond Security.	1997-10
52.228-5	Insurance-Work on a Government Installation.	1997-01
52.228-12	Prospective Subcontractor Requests for Bonds.	2022-12
52.228-14	Irrevocable Letter of Credit.	2014-11
52.228-17	Individual Surety-Pledge of Assets (Bid Guarantee).	2021-02
52.229-3	Federal, State, and Local Taxes.	2013-02
52.229-11	Tax on Certain Foreign Procurements-Notice and Representation.	2020-06
52.232-8	Discounts for Prompt Payment.	2002-02
52.232-17	Interest.	2014-05
52.232-23	Assignment of Claims.	2014-05
52.232-27	Prompt Payment for Construction Contracts.	2017-01

52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10		
52.232-39	Unenforceability of Unauthorized Obligations.	2013-06		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03		
52.233-1	Disputes. (Deviation 2026-O0038)	2026-02		
52.233-1	Disputes. (Deviation 2026-O0038) (Alternate I)	2026-02	Alternate I	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		
52.236-2	Differing Site Conditions.	1984-04		
52.236-3	Site Investigation and Conditions Affecting the Work.	1984-04		
52.236-5	Material and Workmanship. (Deviation 2026-O0038)	2026-02		
52.236-6	Superintendence by the Contractor.	1984-04		
52.236-7	Permits and Responsibilities. (Deviation 2026-O0038)	2026-02		
52.236-8	Other Contracts.	1984-04		

52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements.	1984-04
52.236-10	Operations and Storage Areas.	1984-04
52.236-11	Use and Possession Prior to Completion.	1984-04
52.236-12	Cleaning Up.	1984-04
52.236-13	Accident Prevention.	1991-11
52.236-14	Availability and Use of Utility Services.	1984-04
52.236-15	Schedules for Construction Contracts.	1984-04
52.236-17	Layout of Work.	1984-04
52.236-21	Specifications and Drawings for Construction.	1997-02
52.236-26	Preconstruction Conference.	1995-02
52.242-5	Payments to Small Business Subcontractors.	2017-01
52.242-13	Bankruptcy.	1995-07
52.242-14	Suspension of Work.	1984-04
52.243-4	Changes.	2007-06
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02
52.246-12	Inspection of Construction.	1996-08

52.246-13	Inspection-Dismantling, Demolition, or Removal of Improvements.	1996-08
52.246-21	Warranty of Construction.	1994-03
52.249-10	Default (Fixed-Price Construction).	1984-04

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	1991-12		
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	2023-01		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.203-7003	Agency Office of the Inspector General.	2019-08		
252.203-7004	Display of Hotline Posters.	2023-01		
252.204-7000	Disclosure of Information.	2016-10		
252.204-7003	Control of Government	1992-04		

	Personnel Work Product.	
252.204-7004	Antiterrorism Awareness Training for Contractors.	2023-01
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	2023-11
252.205-7000	Provision of Information to Cooperative Agreement Holders.	2024-10
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	2019-05
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements.	2023-01
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	2014-09
252.223-7008	Prohibition of Hexavalent Chromium.	2023-01
252.225-7012	Preference for Certain Domestic Commodities.	2022-04
252.225-7048	Export-Controlled Items.	2013-06
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01

252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	2023-01
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	2023-06
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	2023-01
252.227-7033	Rights in Shop Drawings.	1966-04
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12
252.232-7010	Levies on Contract Payments.	2006-12
252.236-7000	Modification Proposals--Price Breakdown.	1991-12
252.243-7001	Pricing of Contract Modifications.	1991-12
252.243-7002	Requests for Equitable Adjustment.	2022-12
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	2023-11
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations.	2010-10
252.247-7023	Transportation of Supplies by	2024-10

Sea.

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-1	Approval of Contract.	1989-12		

Approval of Contract (Dec 1989)

This contract is subject to the written approval of the __Contracting Officer__ and shall not be binding until so approved.

(End of clause)

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 __$1,326.07__ 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)

52.219-14	Limitations on Subcontracting.	2026-02		

Limitations on Subcontracting (Feb 2026)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

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

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

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

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

[*Contracting Officer check as appropriate.*]

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

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

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

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

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

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

(End of clause)

52.219-17 Section 8(a) Award. 2019-10

Section8(a) Award (Oct 2019)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section8(a) of the Small Business Act, as amended (15 U.S.C.637(a)).

(2) Except for novation agreements, delegates to the _U.S. Army Corps of Engineers Norfolk District__ the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the _U.S. Army Corps of Engineers Norfolk District___ Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(End of clause)

52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons. 2024-05

Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024)

(a) Definitions. As used in this clause-

Global warming potential means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

High global warming potential hydrofluorocarbons means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at (https://www.epa.gov/snap/).

Hydrofluorocarbons means compounds that only contain hydrogen, fluorine, and carbon.

Ozone-depleting substance, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as-

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:

Warning: Contains (or manufactured with, if applicable) *____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(c) The Contractor shall refer to EPA's SNAP program to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at https://www.epa.gov/snap/.

(End of clause)

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

Payments under Fixed-Price Construction Contracts (May 2014)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

____ (Name)

____ (Title)

____ (Date)

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

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

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

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

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

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

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

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

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

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

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

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

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

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

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

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

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

(End of clause)

52.248-3 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://www.acquisition.gov/far-overhaul

https://www.acquisition.gov/dfars

(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 (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any __Defense Federal Acquisition Regulation_ (48 CFR __2__) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.236-7001	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.
Drawings	1188_G-A_RECOVERY_RANGE_100_C	73 pages
Specifications	RTA Specifications 11202025	233 pages
____	____	____
____	____	____
____	____	____

(End of clause)

Section 00 73 00 - Supplementary Conditions

"General Decision Number: VA20260206 05/18/2026

State: Virginia

Construction Types: Heavy

Counties: Virginia Counties of

Amelia, Caroline, Chesterfield,

Dinwiddie, Goochland, Hanover, King

William, New Kent, Powhatan, Prince

George, Sussex and Charles*

* Designates Independent City

Modification Number Publication Date

0 01/02/2026

1 05/18/2026

BOIL0045-001 01/01/2025

Rates Fringes

BOILERMAKER.....$ 38.97 27.39

ELEC0080-001 06/01/2025

Rates Fringes

ELECTRICIAN.....$ 36.85 14.13

ENGI0147-026 06/01/2025

Rates Fringes

POWER EQUIPMENT OPERATOR: CRANE.....$ 39.99 18.05

IRON0028-002 05/01/2024

Rates Fringes

IRONWORKER.....$ 31.00 18.28

SUVA2018-011 01/05/2023

Rates Fringes

TRUCK DRIVER: DUMP TRUCK.....$ 12.50 0.00

OPERATOR: LOADER.....$ 16.93 6.87

OPERATOR: BULLDOZER.....$ 25.18 15.15

OPERATOR: BOBCAT/SKID STEER/SKID LOADER.....$ 21.37 3.83

OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE.....$ 20.79 0.00

LABORER: PIPELAYER.....$ 15.96 4.68

LABORER: COMMON OR GENERAL.....$ 14.61 0.00

CEMENT MASON/CONCRETE FINISHER.....$ 20.29 4.41

CARPENTER.....$ 22.74 7.82

WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave

for Federal Contractors applies to all contracts subject to the

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

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage

determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than SU , UAVG , SA , or SC denotes that a union rate was prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

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

Union Average Rate Identifiers

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

A UAVG rate will be updated once a year, usually in January, to

reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

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

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

State Adopted Rate Identifiers

The SA identifier indicates that the classifications and

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

WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination

b) an existing published wage determination

c) an initial WHD letter setting forth a position on a wage determination matter

d) an initial conformance (additional classification and rate) determination

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

davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

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

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

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210.

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END OF GENERAL DECISION"

Commencement, Prosecution, and Completion of Work

The Contractor shall be required to (a) commence work under this contract within __10__ calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 365 calendar days after the contractor receives notice to proceed. The time stated for completion shall include final cleanup of the premises.

SECURITY REQUIREMENTS

General security requirements and guidance.

The security requirements described below apply to all contract personnel (including employees of the prime Contractor ("Contractor") and all subcontractor employees)

supporting the performance requirements of this contract. The Contractor is responsible for compliance with these security requirements. Questions regarding security matters shall be addressed to the designated Government representative (e. g., Contracting Officer Representative (COR), Requiring Activity (RA) representative, or Contracting Officer (if a COR or other RA representative is not appointed)). Contract personnel are critical to the overall security and safety of US Army Corps of Engineers (USACE) installations, facilities and activities, and security awareness training contributes to those efforts. The Department of Defense (DoD) and Army security training requirements specified below, if applicable, are performance requirements; all applicable contract personnel shall complete initial training within 30 days of contract award or the date new contract personnel begin performance on the contract. Within five business days from the completion of training, the Contractor shall provide written documentation (e.g., email or memorandum) to the Government representative. The documentation shall include the names of contract personnel trained and which training they completed; the Contractor shall maintain training records as part of their contract files and be prepared to provide copies of training certificates to the Government representative. Contractor personnel and vehicles are subject to search when entering federal installations. Additionally, all contract personnel shall comply with Force Protection Condition (FPCON) measures, Random Antiterrorism Measures (commonly referred to as "RAMs"), and Health Protection Condition (HPCON) measures. The Contractor is responsible for meeting performance requirements during elevated FPCON and/or HPCON levels in accordance with applicable RA plans and procedures --this includes identifying mission essential and non-mission essential personnel. In addition to the changes otherwise authorized by the changes clause of this contract, should the FPCON or HPCON levels at any individual facility or installation change, the Government may implement security changes that affect contract personnel. The Contractor shall ensure all contract personnel are aware of their security responsibilities, including any site-specific requirements identified in local policies or procedures.

Antiterrorism (AT) Level I training.

All contract personnel requiring routine access to Army installations, facilities, and controlled access areas, or requiring network access shall complete initial and annual refresher AT Level I awareness training. Online AT Level I awareness training is available at https://jko.jten.mil/ (website subject to change).

Physical security and access control requirements.

All contract personnel requiring physical access to a federal installation or facility shall comply with the access control procedures of that location. Contract personnel requiring unescorted access to meet contract performance requirements on a DoD installation in the US shall be vetted by the installation/facility Provost Marshal /Directorate of Emergency Services/Security Office using the National Crime Information Center-Interstate Identification Index (commonly referred to as "NCIC-III") and Terrorist Screening Database (commonly referred to as "TSDB"). Contract personnel shall comply with all personal identity verification requirements specified in installation/facility policies and procedures. Contract personnel who do not meet requirements for unescorted access to USACE facilities shall coordinate escorted access with the Government representative, as needed. Contract personnel who receive keys, access cards, or lock combinations that provide access to government-owned property shall comply with key and lock control procedures of the RA.

Suspicious Activity Reporting training (e.g. iWATCH, CorpsWatch, or See Something, Say Something).

All contract personnel shall receive initial and annual refresher training from the RA representative on the local suspicious activity reporting program. This locally developed training provides contract personnel with general information on suspicious behavior, and guidance on reporting suspicious activity to the project manager, security representative or law enforcement entity.

OPSEC program.

The Contractor shall develop an OPSEC SOP/Plan within 90 days of contract award. The OPSEC SOP/Plan shall be reviewed and accepted by the RA OPSEC Officer. This plan will include a process to identify critical information, where it is located, who is responsible for it, how to protect it, and why it needs to be protected. In accordance with Army and DoD regulations, the contractor shall have a certified Level II OPSEC coordinator, who shall ensure OPSEC compliance during contract performance.

Real I.D.

Effective May 7th, 2025, the installation will no longer accept state-issued identification that does not meet the Real ID Act of 2005 standards for identity proofing. Visitors seeking unescorted access to the installation must present a Real ID-compliant driver's license or identification card, or an alternative ID. Acceptable alternate IDs:

U.S. or foreign passport or passport cards

Federal personal identity verification cards

Non-federal PIV-interoperable cards

i. Combination of the following:

ii. Non-Real ID Driver's license **and** a Transportation Worker ID Card (TWIC)

iii. Non-Real ID Driver's license **and** a Veteran's Health ID cards (VHIC)

iv. Non-Real ID Driver's license **and** an original or certified copy of your Birth Certificate **and** Social Security Card

v**.** Enhanced Driver's Licenses are Real ID Compliant (EDLs Michigan, Minnesota, New York, Vermont, and Washington).

*** END OF NARRATIVE ***

Overall Contract Inspection/Acceptance Locations

Overall Contract Delivery Period

Section 01 00 00 - General Requirements

Requirements

The purpose of this proposed action is to construct 24 concrete turning pads, address site drainage, and to align and repair the road where required. The contract will be executed in three phases. The contractor will only have access to one phase at a time and must complete that phase before moving on to the next phase. The remaining phases (two and three) will only be performed if the options for those phases are exercised. While the contractor is working on one phase, the Army will be conducting training in the other two phases. Each turning point identified in the drawings will require the existing roadbed to be excavated and concrete placed in accordance with the design. Storm drainage work will be required to maintain positive drainage of the site during construction activities. Once the turning pad has cured properly, the exiting connecting roads shall be re-graded and aligned to tie into the pad as shown in the contract drawings.

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Product Service Code : Y1PZ
North American Industry Classification System (NAICS) : 236220