| SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)* | 1. SOLICITATION NUMBER | 2. TYPE OF SOLICITATION | 3. DATE ISSUED | PAGE OF PAGES |
|---|---|---|---|---|
| | W9123626BA008 | [X] SEALED BID (IFB) INVITATION FOR BID<br>[ ] 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 |
|---|---|---|
| | | W9123626B1AVX |

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

W2SD ENDIST NORFOLK
KO CONTRACTING OFFICE, 803 FRONT STREET
NORFOLK, VA 23510-1096
UNITED STATES

| 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: FEDMMA MAINTENANCE FORT EUSTIS
PROJECT LOCATION: FORT EUSTIS

PROJECT TITLE: FEDMMA MAINTENANCE
PROJECT LOCATION: FORT EUSTIS, VA

A) THIS ACQUISITION IS SOLICITED AS 100% SMALL BUSINESS SET-ASIDE DESIGN-BID-BUILD PROCUREMENT USING THE INVITATION FOR BID SELECTION PROCESS IN ACCORDANCE WITH RFO PART 14.
B) NAICS CODE: 237990 - OTHER HEAVY AND CIVIL ENGINEERING CONSTRUCTION
C) SMALL BUSINESS SIZE STANDARD: $45 MILLION
D) 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 23 JUL 2025 (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: FEDMMA Maintenance Fort Eustis

PROJECT TITLE: FEDMMA Maintenance PROJECT LOCATION: FORT EUSTIS, VA A) THIS ACQUISITION IS SOLICITED AS 100% SMALL BUSINESS SET-ASIDE DESIGN-BID-BUILD PROCUREMENT USING THE INVITATION FOR BID SELECTION PROCESS IN ACCORDANCE WITH RFO PART 14. B) NAICS CODE: 237990 - OTHER HEAVY AND CIVIL ENGINEERING CONSTRUCTION C) SMALL BUSINESS SIZE STANDARD: $45 MILLION D) 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 PROJECT: The Norfolk District, Corps of Engineers is contemplating a firm-fixed-price contract for the Design-Bid-Build construction of maintenance requirements at the Fort Eustis Dredge Material Management Area (FEDMMA), located at JBLE - Eustis with provisions to include Regrading/raising the disposal site berms to an elevation of 36 ft. The berms are currently at elevation 34 ft and have settled in a few places to below 34 ft. The work will also include the relocation of two existing spill boxes 50 - 60 feet into the disposal site. The existing access dirt and stone access ramp will need to be regraded, as well, to meet the new top-of-berm elevation.

*** 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 | SKU.2024-0 8-01.PS_FI NAL_03-26-2026 | Drawings | | 16 Jun 2026 | | 19 | Attachment | No |
| 0002 | RTA_FEDMMA Specifica tions_25Ja n2026 | Specification | | 16 Jun 2026 | | 543 | Attachment | No |
| 0003 | BID SCHEDU LE_FEDMMA Maintenanc e Ft Eusti s | Bid Schedule | | 16 Jun 2026 | | 1 | 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 mobilization /demobilization, excluding bid items 0002-0005.<br>Pricing Arrangement: Firm Fixed Price | 1 | Job | | |
| 0002 | Work for this CLIN all work to raise the dike as described in the plans and specification, excluding bid items 0001, 0003-0005.<br>Pricing Arrangement: Firm Fixed Price | 1 | Job | | |
| 0003 | Work for this CLIN includes demolition and installation of a new spill box with a walkway located at Station 39+12.59 and as described in the plans and specifications, excluding bid items 0001, 0002, and 0005.<br>Pricing Arrangement: Firm Fixed Price | 1 | Job | | |
| Option Line Item 0004 | Work for this CLIN includes demolition and installation of a new spill box with a walkway located at 23+69.71 and as described in the plans and specifications, excluding bid items 0001,0002, 0003 and 0005.<br>Pricing Arrangement: Firm Fixed Price | 1 | Job | | |
| Option Line Item 0005 | Work for this CLIN includes work to build an access road as described in the plans and specifications, excluding bid items 0001- 0004.<br>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 Attached Plans and Specs'.

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

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

*** 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 | | |
| 52.214-34 | Submission of Offers in the English Language. | 1991-04 | | |
| 52.214-35 | Submission of Offers in U.S. Currency. | 1991-04 | | |
| 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 | | |

## 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; [ ] 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. [Contracting Officer check appropriate box.]

(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)

| | | |
|---|---|---|
| 52.252-1 | 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)

| | | |
|---|---|---|
| 52.252-5 | 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)

# Section 00 21 13 - Instructions to Bidders

## INSTRUCTIONS TO OFFERORS

### 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 Jr.

Number: 757-201-7233

Email: Michael.L.Stevenson@usace.army.mil

**Contracting Officer**

Name: Michael Hagerty

Number: 757-201-7303

Email: Michael.Hagerty@usace.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 (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

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 FAR 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. Filled in Bid Schedule. See Instructions Section 2 and Attachment 3 to 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 Sections 8)

**Electronic Bid Opening**

There will be a "public" bid opening conducted by the Government via teleconference on 24 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 distributed to participating bidders 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.26BA2008_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 3 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 0005.

**3. AWARD TO RESPONSIBLE BIDDER (RFO 9.1)**

Responsibility will be determined, prior to award, by the Contracting Officer, by using any performance data available from the 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 responsibility documents 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 (DRC) INFORMATION

The Government will request DRC information from the apparent low bidder. The DRC information shall be supplied within three (3) business days. 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 FAR 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 three 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 ten 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 ten (10) years from issuance of this solicitation (on or after 17 June 2016 ). 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 that the company has performed as the prime contractor on at least one (1) construction contract performing work in marshy/wet environments located within the continental United States, completed within the last ten (10) years from issuance of this solicitation (on or after 17 June 2016). 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

3. 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 moving, placing, and compacting greater than 6000 CY of material for road/shoulder work, completed within the last ten (10) years of issuance of this solicitation (on or after 17 June 2016), 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

Bidders will be evaluated on conformance to these criteria. The Government reserves the right to reject any or all bids. The Government intends to award to the bidder submitting the lowest bid and meeting DRC requirements as determined by the Government.

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.

Subcontractor experience may be submitted for DRC number 3 only. 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 number 3, 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 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 COST**

The magnitude of construction cost 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: W9123626BA008

The Bidder Key Access Code is: X7WQB2-E9D56I

The Bidder Inquiry System will be closed to new inquiries on 13 July 2026 at 4:00 PM EST in order 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 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% 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 FAR 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 237990.

If bidder is submitting a bid as a Joint Venture (JV) submit your JV Agreement with your bid.

**14. DISTRIBUTION OF ADVANCE NOTICES AND SOLICITATIONS**

Information regarding USACEs definition of equitable adjustments for change orders under construction contracts can be found by following the weblink, Partnering With Us, 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. (Deviation 2026-O0038) | 2026-02 | | |
| 52.217-5 | Evaluation of Options. (Deviation 2026-O0038) | 2026-02 | | |

# Section 00 45 00 - Representations and Certifications

## DFARS Provisions Incorporated by Reference

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

## FAR Provisions Incorporated by Full Text

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.204-24 | Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. | 2021-11 | | |

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

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the

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

(a) Definitions. As used in this provision-

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

(b) Prohibition.

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

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

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13,

2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to-

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

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

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

(d) Representation. The Offeror represents that-

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

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

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

(e) Disclosures.

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

(i) For covered equipment-

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

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

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

(ii) For covered services-

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

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

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

(i) For covered equipment-

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

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

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

(ii) For covered services-

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

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

(End of provision)

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

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

(a) Definitions. As used in this provision-

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed

Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

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

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

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

**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.

Contractor Point of Contact:

Company -

POC -

Email -

Phone -

Administrative Contracting Officer (ACO):

POC - TBD

Email -

Phone -

Contracting Officer:

POC - Michael Hagerty

Emai - 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 VA20250201 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 Law | As required by State |
| Employer's Liability | $100,000 per person |
| General Liability | $500,0000 |
| Motor Vehicle Liability (for each vehicle) Bodily Injury or Death $500,000 per occurrence | $200,000 per person |
| Property Damage occurrence | $20,000 per |

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) and Past Performance Information Retrieval System (PPIRS) metric tools 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 FAR 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. IDENTICATION OF CORRESPONDENCE**

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

**Special Contract Requirements:**

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

FAR provision 52.229-11 and FAR 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 FAR 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. W9123626BA006 Page 50 of 103 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 |
|---|---|---|---|---|
| 52.214-27 | Price Reduction for Defective Certified Cost or Pricing Data -- Modifications -- Sealed Bidding (DEVIATION 2022-O0001) | 2020-06 | Deviation 2022-O0001 | 2021-10 |
| 52.214-28 | Subcontractor Certified Cost or Pricing Data -- Modifications -- Sealed Bidding (DEVIATION 2022-O0001) | 2026-02 | Deviation 2022-O0001 | 2021-10 |
| 52.222-3 | Convict Labor. (Deviation 2026-O0038) | 2026-02 | | |

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| 52.222-7 | Withholding of Funds. (Deviation 2026-O0038) | 2026-02 | | |
| 52.223-10 | Waste Reduction Program. (DEVIATION 2025-O0004) | 2025-03 | Deviation 2025-O0004 | 2025-03 |
| 52.223-23 | Sustainable Products and Services. (DEVIATION 2025-O0004) | 2026-02 | Deviation 2025-O0004 | 2025-03 |
| 52.225-11 | Buy American-Construction Materials under Trade Agreements. (Deviation 2026-O0038) (Alternate I) | 2026-02 | Alternate I | 2026-02 |
| 52.225-12 | Notice of Buy American Requirement-Construction Materials Under Trade Agreements. (Alternate I) | 2014-05 | Alternate I | 2014-05 |
| 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 Assembled by American Security Drone Act-Covered Foreign Entities. | 2024-11 | | |
| 52.244-6 | Subcontracts for Commercial Products and Commercial Services. (DEVIATION 2025- | 2026-02 | Deviation 2025-O0003 | 2025-03 |

O0003)

## 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 |
|---|---|---|---|---|
| 52.217-7 | 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 ____[insert in the clause the period of time in which the Contracting Officer has to exercise the option]. 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)

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| 52.219-14 | Limitations on Subcontracting (DEVIATION 2021-O0008) | 2026-02 | 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

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

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

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

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

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

(End of clause)

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

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

(a) Definitions. As used in this clause-

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

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

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

(2) Payment bonds (Standard Form 25A, except that no seal is required). The penal amount of

payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection.

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

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

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

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

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

(End of clause)

# 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 | | |
| 52.204-9 | Personal Identity Verification of Contractor Personnel. | 2011-01 | | |

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| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-O0038) | 2026-02 |
| 52.204-13 | System for Award Management-Maintenance. (Deviation 2026-O0038) | 2026-02 |
| 52.204-18 | Commercial and Government Entity Code Maintenance. | 2020-08 |
| 52.204-19 | Incorporation by Reference of Representations and Certifications. | 2014-12 |
| 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, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038) | 2026-02 |
| 52.209-9 | Updates of Publicly Available | 2026-02 |

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| | Information Regarding Responsibility Matters. (Deviation 2026-O0038) | |
| 52.209-10 | Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038) | 2026-02 |
| 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 |
| 52.219-6 | Notice of Total Small Business Set-Aside. (Deviation 2026-O0038) | 2026-02 |
| 52.219-8 | Utilization of Small Business Concerns. (Deviation 2026-O0038) | 2026-02 |
| 52.222-6 | Construction Wage Rate Requirements. (Deviation 2026-O0038) | 2026-02 |
| 52.222-8 | Payrolls and Basic Records. (Deviation 2026-O0038) | 2026-02 |
| 52.222-10 | Compliance with Copeland Act Requirements. (Deviation 2026-O0038) | 2026-02 |
| 52.222-11 | Subcontracts (Labor Standards). (Deviation 2026-O0038) | 2026-02 |
| 52.222-12 | Contract Termination-Debarment. | 2014-05 |

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| 52.222-13 | Compliance with Construction Wage Rate Requirements and Related Regulations. | 2014-05 |
| 52.222-14 | Disputes Concerning Labor Standards. (Deviation 2026-O0038) | 2026-02 |
| 52.222-15 | Certification of Eligibility. | 2014-05 |
| 52.222-30 | 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. (Deviation 2026-O0038) | 2026-02 |
| 52.222-36 | Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038) | 2026-02 |
| 52.222-37 | Employment Reports on Veterans. (Deviation 2026-O0038) | 2026-02 |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038) | 2026-02 |
| 52.222-50 | Combating Trafficking in Persons. (Deviation 2026-O0038) | 2026-02 |
| 52.222-54 | Employment Eligibility | 2026-02 |

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| | Verification. (Deviation 2026-O0038) | |
| 52.222-55 | Minimum Wages for Contractor Workers Under Executive Order 14026. (Deviation 2026-O0038) | 2026-02 |
| 52.222-62 | Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038) | 2026-02 |
| 52.222-90 | Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1) | 2026-04 |
| 52.223-5 | Pollution Prevention and Right-to-Know Information. | 2024-05 |
| 52.223-23 | Sustainable Products and Services. | 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 |

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| 52.228-2 | Additional Bond Security. | 1997-10 |
| 52.228-5 | Insurance-Work on a Government Installation. | 1997-01 |
| 52.228-11 | Individual Surety-Pledge of Assets. | 2021-02 |
| 52.228-12 | Prospective Subcontractor Requests for Bonds. | 2022-12 |
| 52.228-14 | Irrevocable Letter of Credit. | 2014-11 |
| 52.228-17 | Individual Surety-Pledge of Assets (Bid Guarantee). | 2021-02 |
| 52.229-3 | Federal, State, and Local Taxes. | 2013-02 |
| 52.232-8 | Discounts for Prompt Payment. | 2002-02 |
| 52.232-15 | Progress Payments Not Included. | 1984-04 |
| 52.232-27 | Prompt Payment for Construction Contracts. | 2017-01 |
| 52.232-33 | Payment by Electronic Funds Transfer-System for Award Management. | 2018-10 |
| 52.232-39 | Unenforceability of Unauthorized Obligations. | 2013-06 |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors. | 2023-03 |
| 52.233-1 | Disputes. (Deviation 2026-O0038) | 2026-02 |
| 52.233-3 | Protest after Award. (Deviation | 2026-02 |

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| | 2026-O0038) | |
| 52.233-4 | Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038) | 2026-02 |
| 52.236-2 | Differing Site Conditions. (Deviation 2026-O0038) | 2026-02 |
| 52.236-3 | Site Investigation and Conditions Affecting the Work. (Deviation 2026-O0038) | 2026-02 |
| 52.236-5 | Material and Workmanship. (Deviation 2026-O0038) | 2026-02 |
| 52.236-6 | Superintendence by the Contractor. (Deviation 2026-O0038) | 2026-02 |
| 52.236-7 | Permits and Responsibilities. (Deviation 2026-O0038) | 2026-02 |
| 52.236-8 | Other Contracts. (Deviation 2026-O0038) | 2026-02 |
| 52.236-9 | Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (Deviation 2026-O0038) | 2026-02 |
| 52.236-10 | Operations and Storage Areas. (Deviation 2026-O0038) | 2026-02 |
| 52.236-11 | Use and Possession Prior to Completion. (Deviation 2026-O0038) | 2026-02 |
| 52.236-12 | Cleaning Up. (Deviation 2026-O0038) | 2026-02 |

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| 52.236-13 | Accident Prevention. (Deviation 2026-O0038) | 2026-02 |
| 52.236-14 | Availability and Use of Utility Services. (Deviation 2026-O0038) | 2026-02 |
| 52.236-15 | Schedules for Construction Contracts. (Deviation 2026-O0038) | 2026-02 |
| 52.236-17 | Layout of Work. (Deviation 2026-O0038) | 2026-02 |
| 52.236-21 | Specifications and Drawings for Construction. (Deviation 2026-O0038) | 2026-02 |
| 52.242-5 | Payments to Small Business Subcontractors. | 2017-01 |
| 52.242-13 | Bankruptcy. | 1995-07 |
| 52.242-14 | Suspension of Work. | 1984-04 |
| 52.243-4 | Changes. (Deviation 2026-O0038) | 2026-02 |
| 52.243-5 | Changes and Changed Conditions. | 1984-04 |
| 52.244-6 | Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038) | 2026-04 |
| 52.246-12 | Inspection of Construction. | 1996-08 |
| 52.246-13 | Inspection-Dismantling, Demolition, or Removal of Improvements. | 1996-08 |

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| 52.246-21 | Warranty of Construction. | 1994-03 | | |
| 52.247-5 | Familiarization with Conditions. | 1984-04 | | |
| 52.247-8 | Estimated Weights or Quantities Not Guaranteed. | 1984-04 | | |
| 52.247-12 | Supervision, Labor, or Materials. | 1984-04 | | |
| 52.247-15 | Contractor Responsibility for Loading and Unloading. | 1984-04 | | |
| 52.247-16 | Contractor Responsibility for Returning Undelivered Freight. | 1984-04 | | |
| 52.247-68 | Report of Shipment (REPSHIP). | 2006-02 | | |
| 52.249-2 | Termination for Convenience of the Government (Fixed-Price). (Alternate I) | 2012-04 | Alternate I | 1996-09 |
| 52.249-10 | Default (Fixed-Price Construction). | 1984-04 | | |

**DFARS Clauses Incorporated by Reference**

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.201-7000 | Contracting Officer's Representative. | 1991-12 | | |
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials. | 2011-09 | | |
| 252.203-7001 | Prohibition on Persons Convicted | 2023-01 | | |

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|---|---|---|
| | of Fraud or Other Defense-Contract-Related Felonies. | |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights. | 2022-12 |
| 252.203-7003 | Agency Office of the Inspector General. | 2019-08 |
| 252.203-7004 | Display of Hotline Posters. | 2023-01 |
| 252.204-7000 | Disclosure of Information. | 2016-10 |
| 252.204-7003 | Control of Government Personnel Work Product. | 1992-04 |
| 252.204-7004 | Antiterrorism Awareness Training for Contractors. | 2023-01 |
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting. | 2024-05 |
| 252.204-7018 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services. | 2023-01 |
| 252.204-7020 | 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 |

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| 252.222-7006 | Restrictions on the Use of Mandatory Arbitration Agreements. | 2023-01 |
| 252.223-7006 | Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials. | 2014-09 |
| 252.223-7008 | Prohibition of Hexavalent Chromium. | 2023-01 |
| 252.225-7012 | Preference for Certain Domestic Commodities. | 2022-04 |
| 252.225-7048 | Export-Controlled Items. | 2013-06 |
| 252.225-7056 | Prohibition Regarding Business Operations with the Maduro Regime. | 2023-01 |
| 252.225-7058 | Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China. | 2023-01 |
| 252.225-7060 | Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region. | 2023-06 |
| 252.226-7001 | Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns. | 2023-01 |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports. | 2018-12 |
| 252.232-7010 | Levies on Contract Payments. | 2006-12 |

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| 252.236-7000 | Modification Proposals--Price Breakdown. | 1991-12 |
| 252.236-7007 | Additive or Deductive Items. | 1991-12 |
| 252.236-7013 | Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers. | 2023-01 |
| 252.243-7001 | Pricing of Contract Modifications. | 1991-12 |
| 252.243-7002 | Requests for Equitable Adjustment. | 2022-12 |
| 252.244-7000 | Subcontracts for Commercial Products or Commercial Services. | 2023-11 |
| 252.246-7004 | Safety of Facilities, Infrastructure, and Equipment for Military Operations. | 2010-10 |
| 252.247-7023 | Transportation of Supplies by Sea. | 2024-10 |

**FAR Clauses Incorporated by Full Text**

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

Liquidated Damages-Construction (Sept 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of $860.00 for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

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

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

(a) Definitions. As used in this clause-

Caribbean Basin country construction material means a construction material that-

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

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

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

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

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

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

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

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

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

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

Cost of components means-

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

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

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

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

Designated country means any of the following countries:

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

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

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

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

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

Domestic construction material means-

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

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

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

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

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

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

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

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

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

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

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

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

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

Least developed country construction material means a construction material that-

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

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

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

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

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

WTO GPA country construction material means a construction material that-

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

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

(b) Construction materials.

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

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

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

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

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

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

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

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

(2) [Reserved]

(3) [Reserved]

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

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

(2) [Reserved]

(3) [Reserved]

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

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

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

(1)

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

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

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

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

[ Include other applicable supporting information. ]

(End of clause)

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

Representation.

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

(a) Definitions. As used in this provision-

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

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if-

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

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

Payments under Fixed-Price Construction Contracts (May 2014)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

____ (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)

| | | |
|---|---|---|
| 52.252-2 | Clauses Incorporated by Reference. | 1998-02 |

Clauses Incorporated By Reference (Feb 1998)

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

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

https://www.acquisition.gov/dfars

(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 Supplement (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. |
|---|---|---|
| SKU.2024-08-01. PS_FINAL_03-26-2025 | Drawings | 1 |
| RTA_FEDMMA Draft Specifications_25Jan2026 | Specifications | ____ |
| ____ | ____ | ____ |

| | | |
|---|---|---|
| ____ | ____ | ____ |
| ____ | ____ | ____ |

(End of clause)

252.236-7004 Payment for Mobilization and Demobilization. 1991-12

PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DEC 1991)

(a) The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at the contract lump sum price for this item.

(1) __60%__ percent of the lump sum price upon completion of the contractor's mobilization at the work site.

(2) The remaining __40%__ percent upon completion of demobilization.

(b) The Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid if the Contracting Officer believes that the percentages in paragraphs (a)(1) and (2) of this clause do not bear a reasonable relation to the cost of the work in this contract.

(1) Failure to justify such price to the satisfaction of the Contracting Officer will result in payment, as determined by the Contracting Officer, of-

(i) Actual mobilization costs at completion of mobilization;

(ii) Actual demobilization costs at completion of demobilization; and

(iii) The remainder of this item in the final payment under this contract.

(2) The Contracting Officer's determination of the actual costs in paragraph (b)(1)of this clause is not subject to appeal.

(End of clause)

# Section 00 73 00 - Supplementary Conditions

**Wage Determination**

"General Decision Number: VA20260201 05/18/2026

State: Virginia

Construction Types: Heavy

Counties: Virginia Counties of

Newport News*

* 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

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ELEC1340-003 12/01/2024

Rates Fringes

ELECTRICIAN.....$ 34.03 17.03

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ENGI0147-002 06/01/2025

Rates Fringes

POWER EQUIPMENT OPERATOR: BOAT OPERATOR.....$ 41.99 18.05

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ENGI0147-026 06/01/2025

Rates Fringes

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

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IRON0028-002 05/01/2024

Rates Fringes

IRONWORKER.....$ 31.00 18.28

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SUVA2018-006 01/05/2023

Rates Fringes

TRUCK DRIVER: DUMP TRUCK.....$ 17.92 3.15

OPERATOR: LOADER.....$ 17.03 6.99

OPERATOR: BULLDOZER.....$ 25.18 15.15

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

OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE.....$ 20.59 8.87

LABORER: PIPELAYER.....$ 15.98 6.63

LABORER: COMMON OR GENERAL.....$ 15.42 4.15

CEMENT MASON/CONCRETE FINISHER.....$ 20.85 5.15

CARPENTER.....$ 22.74 7.82

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WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to

Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than

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

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

Union Average Rate Identifiers

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

updated to reflect the most current union average rate.

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

Survey Rate Identifiers

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

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

State Adopted Rate Identifiers

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

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WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination

b) an existing published wage determination

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

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

On survey related matters, initial contact, including requests

for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

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

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

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

email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

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

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

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210.

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END OF GENERAL DECISION"

**SECURITY REQUIREMENTS**

**General security requirements and guidance.**

1. For contractors requiring Common Access Card (CAC). Before CAC issuance, the contractor employee requires, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher investigation in accordance with Army Directive 2014-05. The contractor employee will be issued a CAC only if duties involve one of the following: (1) Both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) Remote access, via logon, to a DoD network using DoD-approved remote access procedures; or (3) Physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on

behalf of the DoD on a recurring basis for a period of 6 months or more. At the discretion of the sponsoring activity, an initial CAC may be issued based on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personnel Management.

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

3. For Cyber Awareness (Information assurance (IA)/information technology (IT)) training. All contractor employees and associated sub-contractor employees must complete the DoD Cyber awareness training before issuance of network access and annually thereafter. All contractor employees working IA/IT functions must comply with DoD and Army training requirements in DoDD 8570.01, DoD 8570.01-M and AR 25-2 within six months of appointment to IA/IT functions. DoD Cyber Awareness Challenge Training is available at the following website: https://ia.signal.army.mil/DoDIAA/.

4. For Cyber (Information assurance (IA)/information technology (IT)) certification. Per DoD 8570.01-M , DFARS 252.239.7001 and AR 25-2, the contractor employees supporting Cyber (IA /IT) functions shall be appropriately certified upon contract award. The baseline certification as stipulated in DoD 8570.01-M must be completed upon contract award.

5. For contracts that require handling or access to classified information. Contractor shall comply with FAR 52.204-2, Security Requirements. This clause involves access to information classified "Confidential," "Secret," or "Top Secret" and requires contractors to comply with-- (1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); (2) any revisions to DOD 5220.22-M, notice of which has been furnished to the contractor.

6. See the Specifications for additional security requirements.

**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.

**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. * The time stated for completion shall include final cleanup of the premises.

*** END OF NARRATIVE ***

Overall Contract Inspection/Acceptance Locations

Overall Contract Delivery Period

# Section 01 00 00 - General Requirements

## Requirements

The Norfolk District, Corps of Engineers is contemplating a firm-fixed-price contract for the Design-Bid-Build construction of maintenance requirements at the Fort Eustis Dredge Material Management Area, located at JBLE - Eustis with provisions to include: Regrading/raising the disposal site berms to an elevation of 36 ft. The berms are currently at elevation 34 ft and have settled in some areas to below 34 ft. The berm circumference is approximately 1.5 miles long. The work will also include the relocation of two existing spill boxes 50 - 60 feet from their current location into the disposal site. The existing access dirt and stone access ramp will need to be regraded, as well, to meet the new top-of-berm elevation. All material needed for the project is available within the disposal site. The magnitude of construction is between $5,000,000.00 to $10,000,000.00.

0001
Product Service Code : Z2KF
North American Industry Classification System (NAICS) : 237990

0002
Product Service Code : Z2KF
North American Industry Classification System (NAICS) : 237990

0003
Product Service Code : Z2KF
North American Industry Classification System (NAICS) : 237990