SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	N6660426R0163	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	18 Jun 2026	1 46

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

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

7. ISSUED BY	CODE	N66604	8. ADDRESS OFFER TO
NUWC DIV NEWPORT 1176 HOWELL ST, NEWPORT RI 02841-1703 NEWPORT, RI 02841-1703 UNITED STATES Amy Prisco, Email: amy.k.prisco.civ@us.navy.mil Telephone: 401-832-8503			NUWC DIV NEWPORT 1176 HOWELL ST, NEWPORT RI 02841-1703 NEWPORT, RI 02841-1703 UNITED STATES

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)*
	Amy Prisco	401-832-8503

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 AND DESCRIPTION: B162 Consolidated Secure Facility

Proposal Due: 17 July 2026 at 2:00PM EST, Email to Amy.K.Prisco.civ@us.navy.mil and Michael.N.Ouellette.civ@us.navy.mil

NOTE: Offeror MUST be registered in the System for Award Management (SAM) to be considered for award. Bid Guarantee is also required to be considered for award.

Method of Payment: Electronic Payment through Wide Area Workflow (WAWF) will be used.

This requirement is 100% small business set aside, NAICS 236220; $45 million

SITE VISIT DATE and TIME: 7 July 2026 at 10:00AM EST, Meet at Building 80 NUWC Division Newport. Please allow for sufficient time to process site visit request. See Section A "SITE VISIT INSTRUCTIONS" for complete details.

IMPORTANT: PLEASE NOTE THAT TECHNICAL INFORMATION IS REQUIRED WITH SUBMISSION OF OFFER. PLEASE SEE SECTIONS L AND M FOR SPECIFIC REQUIRMENTS. OFFERORS NOT SUBMITTING THIS INFORMATION RISK BEING EXCLUDED FROM CONSIDERATION FOR AWARD.

11. The contractor shall begin performance within 10 calendar days and complete it within 365 calendar days after receiving ☒ award, ☐ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. ***(See*** FAR 52.211-10 ***).***

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

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by 02:00 PM ***(hour)*** local time 17 Jul 2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

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

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

d. Offers providing less than 60 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)*	15. TELEPHONE NUMBER *(Include area code)*
	16. REMITTANCE ADDRESS *(Include only if different than Item 14.)*
CODE FACILITY CODE	

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

AMOUNTS ▶

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

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NUMBER										
DATE										

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

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* ▶ ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO 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 A - Solicitation/Contract Form

B162 Consolidated Secure Facility

GENERAL INFORMATION

Distribution: TBD
NUWCDIVNPT Requisition Number: 1301324417
NUWCDIVNPT PID Number: 10-0087
NUWCDIVNPT POC: Amy Prisco (amy.k.prisco.civ@us.navy.mil), Michael Ouellette (michael.n.ouellette.civ@us.navy.mil)

Note: Disregard the reference to retired FAR clause 52.211-10 within Block 11 of the cover page. Block 11 is automatically populated by the contract writing system. Please see Section F for the performance period.

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Contractor shall provide all materials, equipment, labor and supervision to design and construct the B162 Consolidated Secure Facility in accordance with attachments. FY of Funds: FY26 Type of Money: CIP Customer Code: 1021 Sponsor: NUWCDIVNPT Pricing Arrangement: Firm Fixed Price	1	Job		
0002	Construction Submittals in support of CLIN 0001 FY of Funds: FY26 Type of Money: CIP Customer Code: 1021 Sponsor: NUWCDIVNPT Pricing Arrangement: Firm Fixed Price	1	Lot		

Section C - Description/Specifications/Statement of Work

Statement of Work: Due to contract writing system constraints, see Section J, Attachment 8.

Requirements

B162 Consolidated Secure Facility

Additional Regulation or Supplemental Clauses Incorporated by Full Text

C-211-H018 APPROVAL BY THE GOVERNMENT (NAVSEA) (JAN 2019) (Jan 2019)

Approval by the Government as required under this contract and applicable specifications shall not relieve the Contractor of its obligation to comply with the specifications and with all other requirements of the contract, nor shall it impose upon the Government any liability it would not have had in the absence of such approval.

(End of Text)

C-223-W002 ON-SITE SAFETY REQUIREMENTS (NAVSEA) (OCT 2018) (Oct 2018)

(a) The contractor shall ensure that each contractor employee reads any necessary safety documents within 30 days of commencing performance at any Government facility. Required safety documents can be obtained from the respective safety office. Contractors shall notify the Safety office points of contact below to report completion of the required training via email. The email shall include the contractor employee's name, work site, and contract number.

(b) It is expected that contractor employees will have received training from their employer on hazards associated with the areas in which they will be working and know what to do in order to protect themselves. Contractors are required to adhere to the requirements of 29 CFR 1910, 29 CFR 1926 and applicable state and local requirements while in Government spaces. The contractor shall ensure that all on-site contractor work at the Government facility is in accordance with any local safety instructions as provided via the COR. The contractor shall report all work-related injuries/illnesses that occurred while working at the Government site to the COR.

(c) Contractors whose employees perform work within Government spaces in excess of 1000 hours per calendar quarter during a calendar year shall submit the data elements on OSHA Form 300A, Summary of Work Related Injuries and Illnesses, for those employees to the safety office , via the COR by 15 January for the previous calendar year, even if no work related injuries or illnesses occurred. If a contractor's injury/illness rates are above the Bureau of Labor Statistics industry standards, a safety assessment may be performed by the Safety Office to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses, or if any additional Personal Protective Equipment or training will be required.

(d) Any contractor employee exhibiting unsafe behavior may be removed from the Government site. Such removal shall not relieve the contractor from meeting its contractual obligations and shall not be considered an excusable delay as defined in FAR 52.249-14.

(e) The Safety Office points of contacts are as follows:

TBD

(End of Text)

C-228-H002 MINIMUM INSURANCE REQUIREMENTS (NAVSEA) (JAN 2019) (Jan 2019)

(a) In accordance with the clause(s) of this contract entitled "Insurance--Work On a Government Installation" (FAR 52.228-5) and "Liability and Insurance" (DFARS 252.217-7012), as applicable, the Contractor shall procure and maintain insurance, of at least the kinds and minimum amounts set forth below:

(i) Workers' compensation and employer's liability coverage shall be at least $100,000, except as provided in FAR 28.307-2(a), if applicable

(ii) Bodily injury liability insurance coverage shall be written on the comprehensive form of policy of at least $500,000 per occurrence.

(iii) Automobile liability policies covering automobiles operated in the United States shall provide coverage of at least $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(b) To be approved by the Contracting Officer, insurance certificates must include the following cancellation policy statement: Prior to cancellation or material change in coverage, the contractor shall give 30 days written notice to the Contracting Officer.

(c) Physical work cannot begin until the insurance certificate has been approved by the Contracting Officer. Failure to provide an acceptable insurance certificate will not remove the contractor's responsibility to meet the delivery requirements outlined in Section F and FAR 52.211-11, Liquidated Damages - Supplies, Services, or Research and Development, if applicable.

(End of Text)

C-237-H002 SUBSTITUTION OF KEY PERSONNEL (NAVSEA) (OCT 2018) (Oct 2018)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement. Substitution shall include, but not be limited to, subdividing hours of any key personnel and assigning or allocating those hours to another individual not approved as key personnel.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; (3) an explanation as to why the proposed substitute is considered to have equal or better qualifications than the person being replaced; (4) payroll record of the proposed replacement; and (5) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(c) Key personnel are identified in an attachment in Section J.

(End of Text)

Section D - Packaging and Marking

MARK FOR INFORMATION
The following "Mark For" information shall be clearly marked on all packages (or items themselves if they are not packaged) delivered under this order:

MARK FOR
Receiving Officer, Naval Station Newport
47 Chandler Street
Newport, RI 02841-1716
NUWC Division Newport, Code 1022
ATTN: Songhap Taing, Code 1022, 401-832-1913
P.O. #: N66604-26-R-0163

Additional Regulation or Supplemental Clauses Incorporated by Full Text

D-247-W001 PROHIBITED PACKING MATERIALS (NAVSEA) (OCT 2018) (Oct 2018)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, the use of yellow wrapping or packaging material is prohibited except where used for the containment of radioactive material. Loose fill polystyrene is prohibited for shipboard use.

(End of Text)

Section E - Inspection and Acceptance

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.246-12	Inspection of Construction.	Aug 1996		

Section F - Deliveries or Performance

Overall Contract Delivery Period

From date of lead time event to beginning of performance
10 Calendar Days
Date of Award Receipt

From date of lead time event to completion of performance
365 Calendar Days
Date of Award Receipt

Line Item	Delivery Schedule	Quantity	Address and POC
0001	Delivery Period From 30 Sep 2026 to 29 Sep 2027	1 Job	Place of Performance DoDAAC: N66604 CountryCode: USA NUWCDIVNPT NAVAL STATION NEWPORT, 47 CHANDLER ST BLDG 47 NEWPORT, RI 02841-1709 UNITED STATES Receiving Officer, Naval Station Newport Telephone: 401-832-8464
0002	Delivery Period From 30 Sep 2026 to 29 Sep 2027	1 Lot	Place of Performance DoDAAC: N66604 CountryCode: USA NUWCDIVNPT NAVAL STATION NEWPORT, 47 CHANDLER ST BLDG 47 NEWPORT, RI 02841-1709 UNITED STATES Receiving Officer, Naval Station Newport Telephone: 401-832-8464

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.242-15	Stop-Work Order.	Aug 1989		

Section G - Contract Administration Data

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	Dec 1991		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		
252.236-7000	Modification Proposals--Price Breakdown.	Dec 1991		

DFARS Clauses Incorporated by Full Text

252.232-7006 Wide Area WorkFlow Payment Instructions. (Jan 2023)

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

N/A

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

Invoice and Receiving Report (Combo)

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

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

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

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

[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

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

Routing Data Table*

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	**N62846**
Issue By DoDAAC	**N66604**
Admin DoDAAC	**N66604**
Inspect By DoDAAC	**N66604**
Ship To Code	**N/A**
Ship From Code	**N/A**
Mark For Code	**N/A**
Service Approver (DoDAAC)	**N66604**
Service Acceptor (DoDAAC)	**N66604**
Accept at Other DoDAAC	**N/A**
LPO DoDAAC	**N/A**

DCAA Auditor DoDAAC	**N/A**
Other DoDAAC(s)	**N/A**

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

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

(g) *WAWF point of contact.*

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

N/A

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

(End of clause)

NOTE: WAWF email notifications- The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system:

TBD

Additional Regulation or Supplemental Clauses Incorporated by Full Text

G-232-H002 H002 PAYMENT INSTRUCTIONS (NAVSEA) (FEB 2024) (Feb 2024)

Payment office allocation methods can be found in the table at DFARS PGI 204.7108(b)(2) (https://www.acq.osd.mil/dpap/dars/pgi/pgi_htm/current/PGI204_71.htm#payment_instructions).

(End of text)

G-232-H005 SUPPLEMENTAL INSTRUCTIONS REGARDING INVOICING (NAVSEA) (JAN 2019) (Jan 2019)

(a) For other than firm fixed priced contract line item numbers (CLINs), the Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the sub line item number (SLIN) or CLIN level, rather than at the total contract/TO level, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost break down of other direct costs (ODCs), materials, and travel, by technical instruction (TI), SLIN, or CLIN level. For other than firm fixed price subcontracts, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer and Contracting Officer Representative (COR). Shouldthe subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and COR; or other method as agreed to by the Contracting Officer.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and Contracting Officer on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and Contracting Officer email notification as required herein.

(End of Text)

G-242-H001 GOVERNMENT CONTRACTADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES (NAVSEA) (OCT 2023) (Oct 2023)

(a) The Government reserves the right to administratively substitute any of the points of contact listed below at any time.

(b) The contracting officer is the only person authorized to change this contract or orders issued thereunder. The Contractor shall not comply with any order, direction or request of Government personnel - that would constitute a change - unless it is issued in writing and signed by the Contracting Officer or is pursuant to specific authority otherwise included as part of this contract. If, in the opinion of the contractor, an effort outside the existing scope of this contract is requested, the contractor shall promptly comply with the Notification of Changes clause of this contract.

(c) The points of contact are as follows:

(i) The Procuring Contracting Officer (PCO) is:

Name: Michael Ouellette
Phone: (401) 832-5568
E-mail: Michael.N.Ouellette.civ@us.navy.mil

(ii) The Contract Specialist is:

Name: Amy Prisco
Phone: (401) 832-8503
E-mail: Amy.K.Prisco.civ@us.navy.mil

(d) The Contracting Officer's Representative (COR) is the contracting officer's appointed representative for technical matters. The COR is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the contract or to otherwise change any contract requirements. An informational copy of the COR appointment letter, which provides a delineation of COR authority and responsibilities, will be provided upon award of this contract.

The Contracting Officer's Representative (COR) is:

*TBD

(e) The Technical Point of Contact (TPOC) is the contracting officer's representative for technical matters when a COR is not appointed. The TPOC is responsible for technical issues of contract administration, such as providing all items of Government Furnished Information (GFI), Government Furnished Material (GFM) and Government Furnished Equipment (GFE) if specified in the contract as well as the inspection and acceptance of all contract deliverables.

The Technical Point of Contact (TPOC) is:

*TBD

(f) The Contractor's point of contact for performance under this contract is:

Name: [*]
Address:
[*Street]
[*City, State, Zip]
Phone: (Area Code) xxx- [xxxx]
E-mail: [*]

[*] To be completed at contract award

(End of Text)

G-242-H002 HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA) (JUL 2021) (Jul 2021)

(a) The policy of this activity is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the [insert activity name]. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at the contractor's expense with no cost or liability to the U. S. Government.

(b) The federal Government observes public Holidays that have been established under 5 U.S.C. 6103. The actual date of observance for each of the holidays, for a specific calendar year, may be obtained from the OPM website at OPM.GOV or by using the following direct link: https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/.

(c) Delayed Opening, Early Dismissal and Closure of Government Facilities. When a Government facility has a delayed opening, is closed or Federal employees are dismissed early (due to severe weather, security threat, security exercise, or a facility related problem) that prevents personnel from working, onsite contractor personnel regularly assigned to work at that facility shall follow the same reporting and/or departure directions given to Government personnel. The contractor shall not direct charge to the contract for such time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal, delayed opening, or during periods of inclement weather, onsite contractors should monitor the OPM website as well as radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

(d) When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on site contractors shall continue working established work hours or take leave in accordance with parent company policy. Those contractor employees who take leave shall not direct charge the non-working hours to the contract. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and the company's established policy and procedures. Contractors shall follow their disclosed charging practices during the contract period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy and procedures.

(e) If you intend to visit the Contracts Office, it is advised that you call for an appointment at least 24 hours in advance.

(f) The hours of operation are as follows:

AREA	FROM	TO
NUWC Division, NEWPORT	0730 Local Time	1700 Local Time

(g) All deliveries to the Receiving Officer, shall be made Monday through Friday from 0730 - 1700, local time. Deliveries will not be accepted after 1700. No deliveries will be accepted on federal government holidays.

(End of Text)

Section H - Special Contract Requirements

CONTRACTOR REQUIREMENTS FOR PERFORMANCE ON A GOVERNMENT SITE (APR 2018)

(a) Control of Contractor Personnel

The contractor shall comply with the requirements of NUWCDIVNPTINST 5500.4C regarding performance at Government facilities. All persons engaged in work while on Government property shall be subject to search of their persons and vehicles at any time by the Government, and shall report any known or suspected security violations to the Security Department of the contracting activity. Assignment, transfer, and reassignment of contractor personnel shall be at the discretion of the contractor. However, the contractor shall remove from contract performance any person who endangers life, property, or national security through improper conduct. Such removal shall not relieve the contractor from meeting its contractual obligations and shall not be considered an excusable delay as defined in FAR 52.249-14.

(b) Contract Personnel Administration

The contractor is responsible for managing its employees and guarding against any actions that are of the nature of personal services or give the perception that personal services are being provided. If the contractor feels that any actions constitute, or are perceived to constitute personal services, it is the contractor's responsibility to notify the PCO immediately in accordance with the clause FAR 52.243-7. When on-site in Government office spaces, laboratories, test facilities, or ship assets, Contractor employees shall be clearly identified as a Contractor (e.g. utilizing Common Access Cards (CACs) and sign identifications in office spaces). In addition, Contractor employees shall identify themselves as Contractor personnel when answering telephones and sending emails. Contractor personnel cannot lead/manage/supervise Government personnel. Contractor program /project managers/Senior Technical Representative (STR) shall be clearly identified and known as such by Government employees. As circumstances permit, periodic meetings shall be conducted between the COR and the Contractor organization program manager/project manager.

(c) Early Dismissal and Closure of Government Facilities

When a Government facility is closed or Federal employees are dismissed early (due to severe weather, security threat, security exercise, or a facility related problem) that prevents personnel from working, onsite contractor personnel regularly assigned to work at that facility shall follow the same reporting and/or departure directions

given to Government personnel. The contractor shall not direct charge to the contract for such time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, onsite contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on site contractors shall continue working established work hours or take leave in accordance with parent company policy. Those contractor employees who take leave shall not direct charge the non- working hours to the contract. Contractors are responsible for predetermining and disclosing their accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the contract period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

(d) Training Requirements

(A) The contractor shall ensure that each contractor employee performing work at any NUWC Division Newport site take the following actions:

Complete all required trainings as indicated on the following website:

https://newportalv3.nwpt.nuwc.navy.mil/10/101/Training/SitePages/TrainingWelcome.as

px

Read the documents titled "Occupational Safety and Health Information for Contractors" and "NUWC Division Newport Environmental Policy", available at the following website, prior to performing any work:

http://www.navsea.navy.mil/Home/WarfareCenters/NUWCNewport/ContactUs/VisitorInformation.aspx

Complete Environmental Awareness training, available at the following website, within 30

days of commencing performance:

http://www.navsea.navy.mil/Home/WarfareCenters/NUWCNewport/ContactUs/VisitorInformation.aspx

(2) The contractor shall email the following web address indicating completion of items (B) and (C) above upon completion of both: **TBD**

(e) Safety Requirements

(1) Prior to commencing any work that falls under the following areas, the contractor shall provide a complete listing of all qualified and trained employees who will perform the work on company letterhead to the Contracting Officer's Representative, or, if no COR is assigned, to the NUWC Division Newport Safety Office:

(A) Permit required Confined Space Program

(B) Control of Hazardous Energy (Lock out / Tag out)

(C) Respiratory Protection

(D) Walking-Working Surfaces, Fall Protection Program and Scaffolding

(2) The contractor shall follow the posted provisions of the building's Emergency Action Plan (EAP) for any mishap, incident, or emergency situation.

(3) The contractor shall report unsafe work conditions, safety hazards, and any mishaps (injury/property damage) to their supervisor, the COR, and the NUWC Division Newport Safety Office.

In order to comply with Division Newport's Minor Source Air permit and EPA's Emergency Planning and Community Right-to Know Act (EPCRA), the contractor must provide usage reports for all air quality and EPCRA regulated activities. This includes reporting all hazardous materials brought onsite, a copy of the corresponding Safety Data Sheets, and the total volume or weight of each product used monthly. The contractor shall complete the provided Hazardous Materials Inventory Log and submit it to Environmental, no later than the 10th day of the following month. In addition, the contractor shall comply with the state air quality regulations cited in this form. If any portable generators are used at the facility, the contractor shall complete the Generator Fuel Tracking Form and submit it to Environmental, no later than the 10th day of the following month. Please submit to Environmental using the following email address: **TBD**

End of text

Section I - Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-3	Gratuities.	Apr 1984		
52.203-13	Contractor Code of Business Ethics and Conduct.	Nov 2021		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	Feb 2026		
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	Feb 2026		
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038)	Feb 2026		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	Feb 2026		
52.211-15	Defense Priority and Allocation Requirements.	Apr 2008		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	Feb 2026		
52.222-1	Notice to the Government of Labor Disputes. (Deviation 2026-O0038)	Feb 2026		
52.222-3	Convict Labor. (Deviation 2026-O0038)	Feb 2026		
52.222-6	Construction Wage Rate Requirements. (Deviation 2026-O0038)	Feb 2026		
52.222-11	Subcontracts (Labor Standards). (Deviation 2026-O0038)	Feb 2026		
52.222-35	Equal Opportunity for Veterans. (Deviation 2026-O0038)	Feb 2026		
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	Feb 2026		
52.222-37	Employment Reports on Veterans. (Deviation 2026-O0038)	Feb 2026		
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038)	Feb 2026		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	Feb 2026		
52.222-54	Employment Eligibility Verification. (Deviation 2026-O0038)	Feb 2026		
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026. (Deviation 2026-O0038)	Feb 2026		
52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038)	Feb 2026		
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	Apr 2026		
52.223-23	Sustainable Products. (Deviation 2026-O0038)	Feb 2026		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.228-11	Pledges of Assets (DEVIATION 2020-O0016)	Feb 2021	Deviation 2020-O0016	Apr 2020
52.229-12	Tax on Certain Foreign Procurements.	Feb 2021		
52.232-27	Prompt Payment for Construction Contracts.	Jan 2017		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018		
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		
52.233-3	Protest after Award. (Deviation 2026-O0038)	Feb 2026		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	Feb 2026		
52.236-2	Differing Site Conditions. (Deviation 2026-O0038)	Feb 2026		
52.236-3	Site Investigation and Conditions Affecting the Work. (Deviation 2026-O0038)	Feb 2026		
52.236-5	Material and Workmanship. (Deviation 2026-O0038)	Feb 2026		
52.236-6	Superintendence by the Contractor. (Deviation 2026-O0038)	Feb 2026		
52.236-8	Other Contracts. (Deviation 2026-O0038)	Feb 2026		
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (Deviation 2026-O0038)	Feb 2026		
52.236-10	Operations and Storage Areas. (Deviation 2026-O0038)	Feb 2026		
52.236-11	Use and Possession Prior to Completion. (Deviation 2026-O0038)	Feb 2026		
52.236-12	Cleaning Up. (Deviation 2026-O0038)	Feb 2026		
52.236-13	Accident Prevention. (Deviation 2026-O0038)	Feb 2026		
52.236-14	Availability and Use of Utility Services. (Deviation 2026-O0038)	Feb 2026		
52.236-15	Schedules for Construction Contracts. (Deviation 2026-O0038)	Feb 2026		
52.236-16	Quantity Surveys. (Deviation 2026-O0038)	Feb 2026		
52.236-17	Layout of Work. (Deviation 2026-O0038)	Feb 2026		
52.236-21	Specifications and Drawings for Construction. (Deviation 2026-O0038)	Feb 2026		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	Feb 2026		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	Apr 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	Jan 2023		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.204-7004	Antiterrorism Awareness Training for Contractors.	Jan 2023		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	May 2024		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.205-7000	Provision of Information to Cooperative Agreement Holders.	Oct 2024		
252.223-7008	Prohibition of Hexavalent Chromium.	Jan 2023		
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022		
252.225-7048	Export-Controlled Items.	Jun 2013		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	Jun 2023		
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.243-7002	Requests for Equitable Adjustment.	Dec 2022		
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations.	Oct 2010		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		

FAR Clauses Incorporated by Full Text

52.211-11 Liquidated Damages-Supplies, Services, or Research and Development. (Sep 2000)

LIQUIDATED DAMAGES-SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEPT 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of $____ per calendar day of delay [*Contracting Officer insert amount*].

(b) If the Government terminates this contract in whole or in part under the Default-Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default-Fixed-Price Supply and Service clause in this contract.

(End of clause)

52.211-12 Liquidated Damages-Construction. (Sep 2000)

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 $200 for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

52.219-14 Limitations on Subcontracting. (Deviation 2026-O0038) (Feb 2026)

Limitations on Subcontracting (Feb 2026) (Deviation 2026-O0038)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.225-9 Buy American-Construction Materials. (Deviation 2026-O0038) (Feb 2026)

Buy American-Construction Materials (Feb 2026) (Deviation 2026-O0038)

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

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

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

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

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

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

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

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

Cost of components means-

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

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

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

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

Domestic construction material means-

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

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

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

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

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

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

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

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

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

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

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

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

(b) Domestic preference.

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

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

NONE

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

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

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

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

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

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

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

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

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

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

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

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

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

(1)

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

(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)

52.232-5 Payments under Fixed-Price Construction Contracts. (May 2014)

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. (Feb 1998)

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):

www.acquisition.gov

(End of clause)

DFARS Clauses Incorporated by Full Text

252.204-7021 Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirements. (Nov 2025)

CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

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

"Controlled unclassified information" means information the Government creates or possesses, or information an entity creates or possesses for or on behalf of the Government, that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls (32 CFR 2002.4(h)).

"Current" means-

(1) With regard to Conditional Cybersecurity Maturity Model Certification (CMMC) Status-

(i) Not older than 180 days for Conditional Level 2 (Self) assessments and Conditional Level 2 (certified third-party assessment organization (C3PAO)) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance by an affirming official (see 32 CFR 170.4); and

(ii) Not older than 180 days for Conditional Level 3 (Defense Industrial Base Cybersecurity Assessment Center (DIBCAC)) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance by an affirming official;

(2) With regard to Final CMMC Status-

(i) Not older than 1 year for Final Level 1 (Self), with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.15); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official;

(ii) Not older than 3 years for Final Level 2 (Self) assessments and Final Level 2 (C3PAO) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(iii) Not older than 3 years for Final Level 3 (DIBCAC) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(3) With regard to affirmation of continuous compliance (32 CFR 170.22), not older than 1 year with no changes in compliance with the requirements at 32 CFR part 170.

"Cybersecurity Maturity Model Certification (CMMC) status" means the result of meeting or exceeding the minimum required score for the corresponding assessment. The potential statuses are as follows:

(1) Final Level 1 (Self).

(2) Conditional Level 2 (Self).

(3) Final Level 2 (Self).

(4) Conditional Level 2 (C3PAO).

(5) Final Level 2 (C3PAO).

(6) Conditional Level 3 (DIBCAC).

(7) Final Level 3 (DIBCAC).

"Cybersecurity Maturity Model Certification unique identifier (CMMC UID)" means 10 alpha-numeric characters assigned to each CMMC assessment and reflected in the Supplier Performance Risk System (SPRS) for each contractor information system.

"Federal contract information (FCI)" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government. It does not include information provided by the Government to the public, such as on public websites, or simple transactional information, such as information necessary to process payments.

"Plan of action and milestones" means a document that identifies tasks to be accomplished. It details resources required to accomplish the elements of the plan, any milestones in meeting the tasks, and scheduled completion dates for the milestones, as defined in National Institute of Standards and Technology Special Publication 800-115 (32 CFR 170.21).

(b) *Framework*. The Cybersecurity Maturity Model Certification (CMMC) is a framework for assessing a contractor's compliance with applicable information security protections (see 32 CFR part 170).

(c) *Duplication*. The CMMC assessments will not duplicate efforts from any other comparable DoD assessment, except for rare circumstances when a reassessment may be necessary, for example, when there are indications of issues with cybersecurity and/or compliance with CMMC requirements.

(d) *Requirements*. The Contractor shall-

(1)(i) Have and maintain for the duration of the contract a current CMMC status at the following CMMC level, or higher: ***CMMC Level 2 (Self)*** for all information systems used in performance of the contract, task order, or delivery order that process, store, or transmit FCI or CUI; and

(ii) Consult 32 CFR 170.23 related to the flowdown of the CMMC requirements, and flow down the correct CMMC level to subcontracts and other contractual instruments;

(2) Only process, store, or transmit FCI or CUI on contractor information systems that have a CMMC status at the CMMC level required in paragraph (d)(1) of this clause, or higher;

(3) Complete on an annual basis, and maintain as current, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required in paragraph (d)(1) of this clause in the Supplier Performance Risk System (SPRS) (*https://piee.eb.mil*) for each CMMC UID applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract;

(4) Ensure all subcontractors and suppliers complete prior to subcontract award, and maintain on an annual basis, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required for the subcontract or other contractual instrument for each of the subcontractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the subcontract; and

(5) If the Contractor has a CMMC Status of Conditional, successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(e) *Reporting*. The Contractor shall-

(1) Submit to the Contracting Officer-

(i) The CMMC UID(s) issued by SPRS for contractor information systems that will process, store, or transmit FCI or CUI during performance of the contract; and

(ii) Any changes in the CMMC UIDs generated in SPRS throughout the life of the contract, task order, or delivery order, if applicable;

(2) Enter into SPRS the results of a current self-assessment for each CMMC UID, not covered by a C3PAO assessment or DIBCAC assessment, applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract; and

(3) Complete in SPRS on an annual basis and maintain as current an affirmation of continuous compliance by the affirming official (see 32 CFR 170.4) for each self-assessment, C3PAO assessment, or DIBCAC assessment required under the contract in SPRS.

(f) *Subcontracts*. The Contractor shall-

(1) Insert the substance of this clause, including this paragraph (f) and excluding paragraph (e)(1), in subcontracts and other contractual instruments, including those for the acquisition of commercial products or commercial services, excluding commercially available off-the-shelf items, if the subcontract or other contractual instrument will contain a requirement to process, store, or transmit FCI or CUI; and

(2) Prior to awarding a subcontract or other contractual instrument, ensure that the subcontractor has a current CMMC certificate or current CMMC status at the CMMC level that is appropriate for the information that is being flowed down to the subcontractor based on the requirements at 32 CFR 170.23.

(End of clause)

Section J - List of Attachments

Attachment 1 - Statement of Work

Attachment 2 - Wage Determination

Attachment 3 - Soil Management Plan

Attachment 4 - DD254 Contract Security Classification Checklist

Attachment 5 - Key Personnel

Attachment 6 - Hazardous Material Usage Log

Attachment 7 - Generator Usage Log

Attachment 8 - Site Visit Instructions

Section K - Representations, Certification, & Other Statements

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	Sep 2024		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	Feb 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Sep 2022		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Oct 2016		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022		
252.225-7057	Preaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	Aug 2022		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	Jun 2023		

FAR Clauses Incorporated by Full Text

52.219-1 Small Business Program Representations. (Deviation 2026-O0038) (Feb 2026)

SMALL BUSINESS PROGRAM REPRESENTATIONS (FEB 2026) (DEVIATION 2026-O0038)

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, is certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) (13 CFR 126.103).

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.

Small business concern-

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

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern means a small business concern that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by one or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraph (1) of this definition.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)

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

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

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

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

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

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

(c) *Representations.*

(1) The offeror represents as part of its offer that-

(i) it ☐ is, ☐ is not a small business concern; or

(ii) It ☐ is, ☐ is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [____ _____The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it ☐ is, ☐ is not a women-owned small disadvantage business concern.

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

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

(5) *SDVOSB joint venture eligible under the SDVOSB Program*. [*Complete only if the offeror is certified as a SDVOSB concern*]. The offeror represents as part of its offer that it ☐ is, ☐ is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [____The offeror shall enter the name and unique entity identifier of each party to the joint venture:__.]

(6) *HUBZone joint venture eligible under the HUBZone Program.* [*Complete only if the offeror is a HUBZone small business concern.*] The offeror represents, as part of its offer, that it ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [____The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern.

(d) *Notice.* Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, will be-

(1) Punished by imposition of fine, imprisonment, or both;

(2) Subject to administrative remedies, including suspension and debarment; and

(3) Ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.225-18 Place of Manufacture. (Aug 2018)

PLACE OF MANUFACTURE (AUG 2018)

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

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except-

(1) FPSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(End of provision)

DFARS Clauses Incorporated by Full Text

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

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 L - Instructions, Conditions, & Notices to Offerors or Quoters

1.0 GENERAL INSTRUCTIONS

1. This is a competitive solicitation for a Firm-Fixed-Price Design-Build contract for a new commercial secure facility. The Government intends to award a single contract without negotiations, as permitted by FAR 15.203. Offerors are, therefore, cautioned to submit their best terms in their initial proposal.
2. Proposals shall be submitted electronically no later than **July 17, 2026, 2:00pm Eastern Standard Time**. Late proposals will not be considered for award.
3. Questions regarding this solicitation shall be submitted in writing via email to Amy Prisco (amy.k.prisco.civ@us.navy.mil) and Michael Ouellette (michael.n.ouellette.civ@us.navy.mil) no later than **July 6, 2026** .

2.0 PROPOSAL FORMAT

All Offerors shall submit their proposals in accordance with the format and content specified below. The requirements below apply equally to subcontractors. Proposals that do not meet the below requirements may be deemed unresponsive and may not be eligible for award. The electronic proposal shall be prepared so that if printed, the proposal meets the following format requirements:

- 8.5 x 11 inch paper
- Single-spaced typed lines
- 1 inch margins
- Font text shall be 12-point Times New Roman, except for:
    - Graphs, graphics, or charts used to supplement the proposal text shall use Times New Roman that is no smaller than 9-point font size.
    - Microsoft Office Excel spreadsheets shall use Times New Roman that is no smaller than 9-point font size. These Excel spreadsheets shall be formatted for printing in landscape orientation such that all row and column headings appear on each printed page. All spreadsheets shall include calculations in the cells showing all formulas . Do not enter hard data where formulas were used to calculate the entered value.
- No hyperlinks
- Proposals shall be in English and in U.S. dollars.
- Proposals shall be Microsoft Office (Word, Excel, PowerPoint) 2010 and newer versions or Adobe Acrobat (PDF) compatible. PDF files shall be searchable when reviewed electronically.

2.1 Cover Page and Table of Contents

The Offeror shall include a cover page and table of contents for each proposal volume. The cover page shall identify the solicitation number, proposal volume and title, and the Offeror's name. The cover page and table of contents will not count against page limitations.

2.2 Glossary of Abbreviations and Acronyms

Offer shall include a glossary of abbreviations and acronyms for each proposal volume that provides corresponding definitions. Glossaries will not count against page limitations.

2.3 Page Numbering System

Offeror shall use a standard page numbering system to facilitate proposal references. All pages shall be numbered consecutively for each section within a volume. Charts, graphs, and other inserted materials shall be included in the page numbering system.

2.4 Restriction on Disclosure and Use of Data

Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of, or in connection with, the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]";

Offerors shall also mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

2.5 File Naming Convention

All proposal files shall include the Offeror's company name, volume #, document name, and other useful identifying information. For example:

- Company_Volume I _Technical Approach
- Company_Volume I_Key Personnel Resume for Jane Doe
- Company_Volume II _Past Performance Reference for XX
- Company_VolumeIII _Cost Proposal Narrative
- Company_Volume_IV_Cover Letter

3.0 PROPOSAL ORGANIZATION AND CONTENT

Offeror shall organize its proposal and include all proposal content exactly as described herein. Offeror shall organize its proposal into separate volumes and adhere to page limitations as delineated in the Proposal Organization Table below. Page limitations will be treated as maximums. If exceeded, excess pages may not be read or considered in proposal evaluation. When both sides of a sheet display printed material, it shall be counted as two pages.

Proposal Organization Table		
Volume	Proposal Content	Page Limitation
Volume I - Technical (Factor 1)	Subfactor A: Technical Approach Subfactor B: Personnel Approach 1. Integrated Design-Build Team Experience Narrative 2. Key Personnel Resumes	20 pages 5 pages for Narrative 2 pages for each Key Personnel resume
Volume II - Past Performance (Factor 2)	Past Performance References	2 pages
Volume III - Price Proposal (Factor 3)	Price Breakdown Schedule	No page limit
Volume IV - Contract Documentation	Cover Letter Solicitation, Offer, and Award Form (SF 1442) Small Business Participation Organizational Conflict of Interest (OCI) Mitigation Plan Plan for Obtaining Personnel Clearances Facility and Safeguarding Clearance Cybersecurity Maturity Model Certification (CMMC) Unique Identifier(s) (UIDs)	No page limit No page limit No page limit 5 pages No page limit No page limit No page limit

3.1 Volume I - Technical (Factor 1)

3.1.1 Subfactor A: Technical Approach

The submission of an offer constitutes unconditional acceptance to perform all of the tasks described in the SOW; therefore, Offeror's proposal need not address every single aspect of the SOW. Offeror shall describe its specific understanding, capability, experience, and technical approach with regards to the following requirements:

1. A preliminary design concept narrative and conceptual drawings (up to 3 sheets) illustrating the proposed approach to meeting the Government requirements, including facility layout and adjacency;
2. A specific narrative describing the Offeror's approach to achieving Sensitive Compartmented Information Facility (SCIF)/Special Access Program Facility (SAPF) accreditation, detailing methods for physical security and acoustic separation;
3. A specific narrative describing the plan for site security during construction, including procedures for controlling access, managing cleared and uncleared workers, and safeguarding materials; and
    - A preliminary draft project schedule demonstrating the ability to complete all work within the identified contract completion date.
4. The Offeror shall also provide a Construction Security Plan (CSP) addressing the following:
    - The full address where the modular facility will be manufactured;
    - A certified Abutters List identifying all property owners of record for parcels located fully or partially within one hundred (100) feet of the property boundaries of the facility designated for modular component manufacturing.

The submitted list shall, at a minimum, contain the following information for each abutting parcel:

Data Field	Description
Owner of Record	The full legal name of the property owner as listed in municipal tax records.
Owner Mailing Address	The complete mailing address for the owner of record.
Subject Property Address	The physical address or description of the abutting property itself.
Parcel Identification Number	The official Assessor's Parcel Number (APN), Lot/Block number, or equivalent municipal identifier.
Owner Affiliation / Entity Type	The classification of the property owner. This shall be identified as 'Individual' for private persons or specify the entity type (e.g., 'Corporation,' 'LLC,' 'Trust,' 'Government Agency,' 'Non-Profit'). The legal name of the entity must be provided.

- A detailed description of the security measures at the manufacturing facility (i.e. fenced in compound, roving and static guards, 100% ID checks, etc.) and how access to the manufacturing facility is controlled. The description shall include the process by which people and materials gain access to and exit the manufacturing site. It shall also include how security is maintained outside of normal business hours;
- A detailed description as to how the manufacturing company will secure all materials while the manufactured structure is constructed;

- A detailed summary as to how the modular components of the fabricated facility will be securely transported from the manufacturing location to its permanent location;
- A statement acknowledging that the official site security manager (SSM) will be a Government employee who shall be allowed access to the manufacturing facility for visual inspections and progress monitoring of the manufacturing and transportation of the modular component. The SSM will ensure contractor compliance with the CSP; and
- A detailed explanation as to how all contract documents (including, but not limited to, bids, plans, diagrams, etc.) will be maintained and controlled during the project. The Offeror shall affirm that no contract documents will be released to unauthorized personnel or entities.

Offeror should organize its technical approach by grouping together capability, understanding, experience, and approach by specific SOW requirements. Offeror shall clearly demonstrate its ability to meet the requirements. Offeror shall provide explanatory details assuming that the Government has no prior knowledge of its facilities, capabilities, or experience. Offerors shall identify technical uncertainties and assumptions within the requirements and provide specific courses of action for their resolution. Offerors are encouraged to address any innovative approaches to meeting the requirements. Offeror shall not simply rephrase or restate the Government's requirements in the proposal. Proposals that merely reiterate the Government's own requirements will be deemed unacceptable and thus ineligible for award. Offerors are cautioned that failure to provide the necessary information may result in its adjectival ratings being downgraded accordingly.

3.1.2 Subfactor B - Personnel Approach

Integrated Design-Build Team Experience Narrative: The Offeror shall provide a narrative (not to exceed five (5) pages) describing the experience of the integrated Design-Build team (including, at a minimum, the prime contractor and the lead design team) in designing and constructing secure facilities compliant with ICD/ICS 705. The narrative shall describe how the team's collective experience and lessons learned from previous projects will be leveraged to ensure the successful delivery and accreditation of this facility.

Key Personnel. Offeror shall provide one resume (2 pages maximum) for each individual proposed to fulfill the following positions: Project Manager, Superintendent, Lead Designer, Quality Control (QC) Manager.

Qualifications. All key personnel positions shall identify a current employee or contingent hire to fulfil the role. Each resume shall demonstrate the key personnel's qualifications to complete the tasking for which person has been proposed to perform.

Project Manager Qualifications: The resume must demonstrate a minimum of 7 years' experience in managing federal construction projects with at least 5 years managing ICD/ICS 705 compliant facilities.

Superintendent Qualifications: The resume must demonstrate a minimum of ten (10) years' experience in construction, with at least five (5) years serving as a superintendent on projects of similar size and complexity. The individual must be familiar with the requirements of EM 385-1-1, be capable of interpreting a critical path schedule and construction drawings and have experience in hazard identification and safety compliance.

Lead Designer Qualifications: The lead designer must possess an active registered architect or professional engineer license. The resume must demonstrate a minimum of 5 years' experience designing facilities compliant with ICD/ICS 705. The resume must demonstrate successful completion and accreditation of at least 2 secure federal facilities of similar scope within the last 5 years.

Quality Control (QC) Manager Qualifications: The resume must demonstrate experience managing a QC program for construction projects, including the three phases of control, submittal reviews, and quality control for Sound Rated perimeter construction. The QC Manager must have completed the US Army Corps of Engineers (USACE) course entitled "Construction Quality Management (CQM) for Contractors" within the last five years. Provide a copy of the QC Manager's training certificate.

Offeror shall submit a current "letter of intent" (with salary information redacted) with all resumes supplied for contingent key personnel hires. The letter of intent does not count against page limitations and must be signed by the contingent hire employee and the Offeror.

Resumes shall not exceed two (2) pages each and must clearly demonstrate how the individual meets the specific qualifications outlined below. Resumes must also verify that each individual possesses, at a minimum, a Top Secret (TS) security clearance and is eligible for access to Sensitive Compartmented Information (SCI), effective the date of proposal submission. Key personnel resumes shall include the following information:

- Name
- Key personnel position
- Security clearance level
- Citizenship
- Summary indicating how personnel qualifications are met (e.g., years of relevant experience)
- Chronology of education, training, and degrees/certifications held
- Chronology of work experience with emphasis on SOW related experience

Key personnel are deemed essential to the performance of this effort and cannot be replaced without prior Government approval in accordance with C-237-H002 SUBSTITUTION OF KEY PERSONNEL (OCT 2018). The qualifications listed in each individual proposed key personnel resume, not

the specific individual, are the materially relevant aspects of the proposed key personnel partially forming the basis of award. Therefore, even if a proposed key personnel becomes unavailable to the Offeror between proposal submission and award, the Government will evaluate and make its award decision based on the qualifications listed on the proposed resume(s). The Government will require the awardee to use the qualifications listed on the relevant proposed key personnel resume as the basis for replacing the individual under C-237-H002 SUBSTITUTION OF KEY PERSONNEL (OCT 2018) during contract performance. The Offeror shall make no substitution of key personnel without prior written notification to and concurrence of the Contracting Officer.

3.2 VOLUME II -PAST PERFORMANCE (FACTOR 2)

Offeror shall provide all past performance information in accordance with Attachment X - Past Performance Reference. Offeror shall provide up to three (3) past performance references, which shall reflect recent experience performed within the last three (3) years of the solicitation release date and that demonstrates experience relevant to the solicitation's SOW. Offeror shall describe how the past performance references are relevant including details about how each past performance reference is similar in scope and complexity to this solicitation's SOW.

For each project submitted, the Offeror shall provide the following:

- Contract Number and Project Title
- Project Description
- Period of Performance
- Total Contract Value
- A Customer Point of Contact (Name, Title, current Email, and Phone Number)

"Relevant" is defined as a Design-Build contract for the construction of a SCIF, SAPF, or other comparable secure facility with a value greater than $4M."

3.3 VOLUME III - PRICE PROPOSAL (FACTOR 3)

The Offeror shall submit a complete Price Proposal in accordance with the instructions herein. The proposal shall be submitted as a separate volume from any Technical or Past Performance volumes. This volume shall contain two distinct parts:

Price Breakdown Schedule

- The Offeror shall provide a Firm-Fixed-Price (FFP) for the complete job as identified in the Statement of Work (SOW). The Offeror shall complete the Price Breakdown Schedule provided in Section B of this solicitation.
- The proposed prices shall be all-inclusive, covering all labor, materials, equipment, supervision, transportation, quality control, overhead, general and administrative (G&A) expenses, profit, insurance, bonds, permits, and any other costs necessary to fully perform all requirements of the SOW.

3.4 VOLUME IV - CONTRACT DOCUMENTATION

3.4.1. Cover Letter

Offeror and subcontractors shall provide a cover letter with the following information:

- Solicitation number;
- Company name, Contract Number, CAGE code, Unique Entity Identifier (UEI), address, e-mail address, and telephone number;
- A statement confirming agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- A statement that the proposal is valid through 90 calendar days from the date specified for receipt of proposals;
- Names, titles, telephone numbers, and e-mail addresses of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation;

- Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office. The Offeror's signature on their proposal indicates the company will meet all requirements of the SOW, without exception; and
- Identify all enclosures being transmitted as part of the Offeror's proposal;
- If an Offeror believes no organizational conflict(s) of interest exists, an affirmative statement that no such conflict exists shall be included in the cover letter.

3.4.2 Solicitation, Offer, and Award Form (SF 1442)

The Offeror shall complete Blocks 14 through 20c of the Standard Form (SF) 1442 provided in Section A of this solicitation. The form must be signed in Block 30 by an individual authorized to bind the Offeror to the proposal. An unsigned proposal may be rejected by the Government.

PASS/FAIL REQUIREMENTS

Offerors will be evaluated based on a Pass/Fail rating on the requirements listed below. To be eligible for award, Offerors must receive a Pass rating under each Pass/Fail Requirement. The Pass/Fail rating criteria are as follows:

3.4.3 Small Business Participation.

The North American Industry Classification (NAICS) code applicable to this solicitation is 236220. Therefore, companies proposing as a prime under this solicitation as a small business concern must have had an average annual receipt over the five (5) previous fiscal years that was less than $45,000,000. Companies proposed as a small business concern shall meet this size standard as of the date of the proposal submission under this solicitation.

Offerors are advised that this solicitation is 100% set aside for small business. Immediately after the specified closing date and time, the Government will verify each Offeror's size status in SAM.gov to ensure that Offerors are certified as a small business. Any Offeror that is not certified appropriately will be ineligible for award and, therefore, will not be evaluated.

Offerors are reminded that small businesses must perform at minimum 50% of the effort.

3.4.4 Organizational Conflict of Interest (OCI) Mitigation Plan.

Offeror's OCI Mitigation Plan shall be provided in Volume IV in accordance with H-209-H004, RESTRICTIONS RESULTING FROM POTENTIAL ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA), and L-209-H009 NOTIFICATION OF POTENTIAL ORGANIZATIONAL OR PERSONALCONFLICT(S) OF INTEREST (NAVSEA) (APR 2022) . Offeror shall identify any and all conflicts of interest or potential conflicts of interest related to this solicitation. Offerors shall follow the below described two-step process for identifying known or potential OCI issues to the Government for this solicitation.

Step 1: If it is believed that conflicts of interest are real, possible, or perceived, the contractor shall submit a letter within fourteen (14) days of the release of the solicitation identifying those OCI issues and the strategy that the Offeror intends to use for mitigation. This letter will be for notification purposes only, for the Government to conduct any research, and no determination will be made by the Government at that time. If no OCI issues are present or anticipated, no action is required of the Offeror within this window.

Step 2: Offerors shall submit a statement in affirmation or negation whether they have an OCI conflict regarding this solicitation. If OCI issues are present or anticipated, Offerors shall provide details and submit an OCI mitigation plan and its corporate policy for resolving as part of their proposal submission. If it is believed that no conflicts of interest exist, then the Offeror shall clearly state this, in addition to providing their corporate policy for resolving OCIs. Organizational charts and/or corporate policy are authorized to be submitted in addition to the OCI Mitigation Plan and do not count toward any page limitation.

Award will only be made to an Offeror, including all subcontractors, that has no organizational conflict of interest as defined in FAR 9.5 or that the Government determines has provided a satisfactory mitigation plan in accordance with L-209-H009 herein. Failure by an Offeror to disclose a potential OCI or to submit an OCI mitigation plan with its proposal may render itself no longer being considered for award.

3.4.5 Plan for Obtaining Personnel Clearances

The Offeror shall provide a plan for obtaining personnel clearances within ten (10) days of the start of performance at the required level specified in the DD Form 254, Contract Security Classification Specification attached to this solicitation. The plan shall include confirmation of existing personnel clearances, detail the Offeror's process for obtaining new clearances to perform the full requirement by the time full operational tempo is reached within ten (10) days of the period of performance start date, and outline the schedule for obtaining any required new clearances during the life of the contract.

3.4.6 Facility and Safeguarding Clearance

Performance under this contract requires that the Offeror hold a facility clearance and safeguarding clearance as specified in the DD Form 254 attached to this solicitation, at the time of proposal submission. As such, the Offeror shall provide CAGE codes and addresses for all locations where work will be performed that require classified facilities and safeguarding capabilities as defined in the DD Form 254 and associated references.

3.4.7 Cybersecurity Maturity Model Certification (CMMC) Unique Identifier(s) (UIDs)

The Offeror shall provide the CMMC UIDs issued by the Supplier Performance Risk system(SPRS), in accordance with DFARS 252.204-7025 'NOTICE OF CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025) ' paragraph(d), for each contractor information system that will process, store, or transmit Federal Contract Information (FCI) or Controlled Unclassified Information (CUI) during performance of a contract, contract, or delivery order resulting from this solicitation.

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	Jan 2017		
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	Feb 2026		
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038)	Feb 2026		
52.214-35	Submission of Offers in U.S. Currency.	Apr 1991		
52.215-1	Instructions to Offerors-Competitive Acquisition. (Deviation 2026-O0038)	Feb 2026		
52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work. (Deviation 2026-O0038)	Feb 2026		
52.228-17	Individual Surety-Pledge of Assets (Bid Guarantee).	Feb 2021		
52.233-2	Service of Protest. (Deviation 2026-O0038)	Feb 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Mar 2023		
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	Jan 2023		

FAR Clauses Incorporated by Full Text

52.211-14 Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use. (Apr 2008)

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

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

(End of provision)

52.228-1 Bid Guarantee. (Sep 1996)

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.

(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)

52.237-1 Site Visit. (Tailored) (Apr 1984)

Site Visit (Apr 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

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

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

www.acquisition.gov

(End of provision)

DFARS Clauses Incorporated by Full Text

252.204-7025 Notice of Cybersecurity Maturity Model Certification Level Requirements. (Nov 2025)

NOTICE OF CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

(a) *Definitions*. As used in this provision, "controlled unclassified information (CUI)," "current," "Cybersecurity Maturity Model Certification (CMMC) status," "Cybersecurity Maturity Model Certification unique identifier (CMMC UID)," "Federal contract information (FCI)", and "plan of action and milestones" have the meaning given in the Defense Federal Acquisition Regulation Supplement 252.204-7021, Contractor Compliance With the Cybersecurity Maturity Model Certification Level Requirements, clause of this solicitation.

(b)(1) *Cybersecurity Maturity Model Certification (CMMC) level*. The CMMC level required by this solicitation is: ***CMMC Level 2 (Self)***. This CMMC level, or higher (see 32 CFR part 170), is required prior to award for each contractor information system that will process, store, or transmit Federal contract information (FCI) or controlled unclassified information (CUI) during performance of the contract.

(2) The Offeror will not be eligible for award of a contract, task order, or delivery order resulting from this solicitation if the Offeror does not have, for each of the contractor information systems that will process, store, or transmit FCI or CUI and that will be used in performance of a contract resulting from this solicitation-

(i) The current CMMC status entered in the Supplier Performance Risk System (SPRS) (*https://piee.eb.mil*) at the CMMC level required by paragraph (b)(1) of this provision; and

(ii) A current affirmation of continuous compliance with the security requirements identified at 32 CFR part 170 in SPRS.

(c) *Plan of action and milestones*. If the Offeror has a CMMC Status of Conditional, the Offeror shall successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(d) *CMMC unique identifiers*. The Offeror shall provide, in the proposal, the CMMC unique identifier(s) (CMMC UIDs) issued by SPRS for each contractor information system that will process, store, or transmit FCI or CUI during performance of a contract, task order, or delivery order resulting from this solicitation. The Offeror also shall update the list when new CMMC UIDs are generated in SPRS. The CMMC UIDs are provided in SPRS after the Offeror enters the results of self-assessment(s) for each such information system.

(End of provision)

Section M - Evaluation Factors for Award

1.0 GENERAL

The Government intends to evaluate proposals and award based upon initial offers; therefore, Offeror's initial proposal should contain the best terms from a price and technical standpoint. The Government reserves the right to award without negotiations with perspective Offerors. The Government may conduct negotiations if deemed in its best interest. The Government anticipates a single award resulting from this solicitation.

The following terms and definitions will be used for the technical proposal evaluations:

Deficiency is any part of an offer that does not conform to a material requirement of a RFP. A material requirement is one that affects price, quantity, quality, or delivery, or that the RFP requires to be met at the time of proposal submission.

Risk, as it pertains to source selection, is the potential for unsuccessful contract performance. The consideration of risk assesses the degree to which an Offeror's proposed approach to achieving the technical factor may involve risk of disruption of schedule, increased cost or degradation of performance, the need for increased Government oversight, and the likelihood of unsuccessful contract performance.

Strength is an aspect of an Offeror's proposal with merit or will exceed specified performance or capability requirements to the advantage of the Government during contract performance.

Weakness means a flaw in the proposal that increases the risk of unsuccessful contract performance.

Significant Strength is an aspect of the Offeror's proposal with appreciable merit or will exceed specified performance or capability requirements to the considerable advantage of the Government during contract performance.

Significant Weakness in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.

2.0 BASIS FOR AWARD

The award decision will be based on the Government's evaluation of each Offeror's proposal against the evaluation factors identified in this solicitation. Award will be made to the responsible Offeror whose proposal demonstrates the best value to the Government based on the evaluation factors. Best value means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement. A tradeoff analysis will be used when it is in the best interest of the Government to consider award to other than the lowest evaluated price Offeror or other than the highest technically rated Offeror.

The analysis will trade off differences in technical based on the non-price factors and total evaluated price. In order to be eligible for award, a proposal shall, at minimum, meet the requirements of the Solicitation and demonstrate an adequate approach and understanding of the requirements. Accordingly, an Offeror must receive an adjectival rating of "Acceptable" or higher under Factor I in order to be eligible for award.

3.0 RELATIVE IMPORTANCE OF EVALUATION FACTORS

The Government will evaluate each Offeror's proposal in accordance with the evaluation factors to determine the best value.

Factor	**Subfactor**
1. Technical	A. Technical Approach
	B. Personnel Approach (Integrated Design-Build Team Experience Narrative and Key Personnel Resumes)
2. Past Performance	None
3. Price Proposal	None

The relative importance of the evaluation factors is as follows. Factor 1 is more important than Factor 2. Factor 2 is either Acceptable or Unacceptable. Factors 1 and 2, when combined, are significantly more important than Factor 3. The subfactors are not individually rated.

The degree of importance of Factor 3 will increase with the degree of equality of the proposals in relation to the non-price factors or when the price is so significant as to diminish the value of the superiority of the non-price factors.

4.0 DESCRIPTION OF EVALUATION FACTORS

Factor 1: Technical

Subfactor A -Technical Approach. The Government will evaluate the extent to which the proposal demonstrates specific understanding, capability, and experience to successfully perform the requirements, and the soundness of the proposed technical approach.

Subfactor B- Personnel Approach. The Government will evaluate the Offeror's Personnel Approach to determine the extent to which the integrated Design-Build (DB) team and proposed Key Personnel possess the requisite experience, qualifications, and capabilities to successfully execute, deliver, and accredit a secure facility compliant with ICD/ICS 705.

Adjectival Rating Description. The Government will assign an adjectival rating for Factor 1 in accordance with the below adjectival rating table. Subfactors will not be separately rated.

Adjectival Rating	Description
Outstanding	Proposal demonstrates an exceptional approach and understanding of the requirements and contains multiple strengths and/or at least one significant strength, and risk of unsuccessful performance is low.
Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength or significant strength, and risk of unsuccessful performance is low to moderate.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Unacceptable	Proposal does not meet requirements of the solicitation and, thus, contains one or more deficiencies and is unawardable, and/or risk of performance is unacceptably high.

Factor 2: Past Performance (Volume II)

The Past Performance factor will be rated on an Acceptable/Unacceptable basis. The Government will use information provided by the Offeror, as well as any other information deemed necessary as noted in Section L 3.2 to assess the Offeror's ability to meet the solicitation requirements. This assessment will be based on a demonstrated record of recent and relevant past performance. The Government may also evaluate the past performance of an Offeror's proposed subcontractors. The Government reserves the right to contact former customers, Government agencies and review other private and public sources of information.

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can reasonably be assigned, the Offeror will not be evaluated favorably or unfavorably on past performance (see FAR 15.202 (C)(1)). In such case, the Offeror will be considered acceptable. The Government reserves the right to not perform a past performance evaluation on any Offeror that is assigned an "Unacceptable" or "Marginal" adjectival rating under Factor 1 - Technical.

Factor 2: Past Performance Ratings

In assessing the Past Performance factor, the Government will apply the following definitions of acceptable or unacceptable:

Acceptable - Based on the Offeror's performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort, or the Offeror's performance record is unknown.

Unacceptable - Based on the Offeror's performance record, the Government does not have a reasonable expectation that the Offeror will be able to successfully perform the required effort.

Factor 3: Price Proposal

The Government will evaluate proposed prices by performing a price reasonableness analysis in accordance with FAR 15.404-1 (b) procedures.

5.0 CONTRACT DOCUMENTATION

The Government will evaluate the submitted contract documentation on a pass/fail basis to verify compliance with all requirements. If the Offeror has failed to meet any of the pass/fail requirements, the proposal will be ineligible for award and will be eliminated from further consideration. The Government reserves the right to not evaluate other proposal factors volumes.

Evaluation of Cover Letter

The Government will evaluate the Offeror's Cover Letter to determine compliance with the administrative requirements of the solicitation. To be determined Acceptable, the Cover Letter must be signed by an individual authorized to bind the Offeror and must affirmatively include all information mandated in Section L. The Government will verify the presence of:

- The correct solicitation number.
- Company name, Contract Number, CAGE code, Unique Entity Identifier (UEI), address, e-mail address, and telephone number.
- Explicit confirmation of agreement with all terms, conditions, and provisions of the solicitation, and agreement to furnish any or all items at the offered prices.
- A statement that the proposal remains valid through the calendar days specified in Section L.
- Names, titles, telephone numbers, and e-mail addresses of personnel authorized to negotiate.
- Name, title, and signature of the person authorized to sign the proposal (indicating the company will meet all SOW requirements without exception).
- A comprehensive list identifying all proposal enclosures.
- An affirmative statement declaring that no organizational conflict(s) of interest exists (or referencing the mitigation plan).

Evaluation of Solicitation Fill-ins

The Government will review the proposal to ensure the Offeror has completed all required solicitation fill-ins (Blocks 14 through 20c). To be determined Acceptable, the Offeror must have:

- Utilized the latest amended version of the solicitation as of the date of proposal submission.
- Fully populated all Contract Line Item Number (CLIN) pricing fields in Section B.
- Completed all other mandatory fill-ins throughout the solicitation (e.g., in Sections F, G, H, I, and K) without omission.
- Provided a complete copy of the solicitation with fill-ins within Volume IV.

PASS/FAIL EVALUATION

Offerors will be evaluated based on a Pass/Fail rating on the requirements listed below. Offerors must receive a Pass rating under each Pass/Fail Requirement to be eligible for award. The Pass/Fail rating criteria are as follows:

Small Business Participation

Immediately following the proposal submission deadline, the Government will verify the Prime Offeror's size status in the System for Award Management (SAM.gov). To be rated Acceptable, the Offeror must be certified as a Small Business under North American Industry Classification System (NAICS) code 236220 (Size Standard: $45,000,000) as of the date of proposal submission. Offerors not appropriately certified will receive a fail rating and will be ineligible for award.

The Government will evaluate the proposal to ensure compliance with the requirement that the Prime Contractor, alone or together with similarly situated entities, will perform more than 50% of the effort. Proposals lacking clear lines of authority or failing to demonstrate cohesive prime contractor control may be assessed an elevated Technical/Management Risk or deemed a fail.

Organizational Conflict of Interest (OCI) Mitigation Plan

Government will verify that the Offeror stated whether or not any conflicts of interest or potential conflicts of interest exist. If a conflict of interest or potential conflict of interest exists, the Government will evaluate whether the Offeror's mitigation plan sufficiently addresses any conflicts of interest or potential conflicts of interest identified.

Note: A "pass" will be assigned, and award made only to an Offeror that has no OCI as defined in FAR 9.5 or that the Government determines has provided a satisfactory mitigation plan. Offerors are advised that technical proposals may be evaluated without consideration of any proposed subcontractor which is deemed to have an organizational conflict of interest.

Plan for Obtaining Personnel Clearances

The Government will evaluate the plan for obtaining personnel security clearances within 10 days of the start of performance at the required level as specified in the DD254, including confirmation of existing clearances, details of the Offeror's process for obtaining new clearances, and the schedule for obtaining any required new personnel security clearances during the life of the contract.

Facility and Safeguarding Clearance

The Government will verify whether the Offeror's facility and safeguarding clearances meet the levels specified in the DD Form 254 using Government sources of information for all CAGE codes provided. The Government will confirm the Offeror's facility clearance(s) using the Facility Clearance Databases.

Cybersecurity Maturity Model Certification(CMMC) Unique Identifier(s) (UIDs)

The Government will determine whether the Offeror has SPRS issued CMMC UID(s) at the required CMMC level, or higher (as specified in DFARS clause 252.204-7025 'NOTICE OFCYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV2025) ' paragraph (d) within this solicitation), for each contractor information system that will process, store, or transmit FCI or CUI during contract.

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.236-7006	Cost Limitation.	Jan 1997		

FAR Clauses Incorporated by Full Text

52.212-2 Evaluation-Commercial Products and Commercial Services. (Deviation 2026-O0038) (Feb 2026)

Evaluation-Commercial Products and Commercial Services (Feb 2026) (Deviation 2026-O0038)

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

[Insert evaluation factors in the relative order of importance. For requests for proposals, state: Evaluation factors other than price when combined are [significantly more important than price/approximately equal to price/significantly less important] than price. For invitations for bids, list only price and price-related factors.]

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(b) *Options (if applicable)*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

(c) *Notice of award*. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)