SOLICITATION, OFFER, AND AWARD

(Construction, Alteration, or Repair)

1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
W912QR26RA057	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	17 JUNE 2026	1 OF 141

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
		513234

7. ISSUED BY	CODE	8. ADDRESS OFFER TO
W072 ENDIST LOUISVILLE KO CONTRACTING DIVISION, 220 W MAIN STREET 3RD FLOOR LOUISVILLE, KY 40202-2230 UNITED STATES MEGAN MURPHY, EMAIL: MEGAN.R.MURPHY@USACE.ARMY.MIL TELEPHONE: (502) 315-7018	W912QR	

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)*
	MEGAN MURPHY	(502) 315-7018

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: CYBER MAINTENANCE HANGAR MODERNIZATION
PROJECT LOCATION: MANSFIELD, OHIO

THIS IS AN UNRESTRICTED PROCUREMENT. IN ACCORDANCE WITH REVOLUTIONARY FEDERAL ACQUISITION REGULATION (FAR) OVERHAUL (RFO) 19.110, THIS PROJECT REQUIRES THE HUBZONE 10% PRICE EVALUATION.

FUNDS ARE NOT PRESENTLY AVAILABLE FOR THIS ACQUISITION. NO CONTRACT AWARD WILL BE MADE UNTIL APPROPRIATED FUNDS ARE MADE AVAILABLE.

NAICS CODE: 236220 SIZE DETERMINATION: $45,000,000.

PLEASE NOTE THAT BUSINESS SIZE IN THE SYSTEM FOR AWARD MANAGEMENT (SAM) IS DETERMINED BY NAICS CODE. IF THE VENDOR SIZE IS NOT LISTED CORRECTLY FOR A PARTICULAR NAICS CODE IN SAM THE BUSINESS WILL BE CONSIDERED OTHER THAN A SMALL BUSINESS. CONTRACTORS MUST REGISTER AND COMPLETE THE REPRESENTATION AND CERTIFICATION REQUIREMENTS IN THE SAM DATABASE, AVAILABLE AT HTTPS://SAM.GOV. PLEASE ENSURE YOUR ANNUAL SAM REGISTRATION IS CURRENT. OFFERORS MUST COMPLY WITH THE REQUIREMENTS OF 52.204-7, 52.232-33, AND ANY OTHER REPRESENTATION AND CERTIFICATION REQUIREMENTS IN THIS SOLICITATION THROUGH SAM. PLEASE NOTE: SAM IS COMPLETELY FREE OF CHARGE FOR BOTH REGISTRANTS AND USERS.

11. The contractor shall begin performance within 10 calendar days and complete it within 1507 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. ***(See*** See 00 73 00 ***).***

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

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 11:00 AM ***(hour)*** local time 20 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 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*	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 00 00 00 - Procurement and Contracting Requirements

Instrument Name: Cyber Maintenance Hangar Modernization

This is an Unrestricted Procurement. In accordance with Revolutionary Federal Acquisition Regulation (FAR) Overhaul (RFO) 19.110, this project requires the HUBZone 10% price evaluation. Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are made available. NAICS CODE: 236220 SIZE DETERMINATION: $45,000,000. PLEASE NOTE THAT BUSINESS SIZE IN THE SYSTEM FOR AWARD MANAGEMENT (SAM) IS DETERMINED BY NAICS CODE. IF THE VENDOR SIZE IS NOT LISTED CORRECTLY FOR A PARTICULAR NAICS CODE IN SAM THE BUSINESS WILL BE CONSIDERED OTHER THAN A SMALL BUSINESS. CONTRACTORS MUST REGISTER AND COMPLETE THE REPRESENTATION AND CERTIFICATION REQUIREMENTS IN THE SAM DATABASE, AVAILABLE AT HTTPS://SAM.GOV. PLEASE ENSURE YOUR ANNUAL SAM REGISTRATION IS CURRENT. OFFERORS MUST COMPLY WITH THE REQUIREMENTS OF 52.204-7, 52.232-33, AND ANY OTHER REPRESENTATION AND CERTIFICATION REQUIREMENTS IN THIS SOLICITATION THROUGH SAM. PLEASE NOTE: SAM IS COMPLETELY FREE OF CHARGE FOR BOTH REGISTRANTS AND USERS.

Product Service Code : Z2AZ

Technical inquiries and questions relating to the proposal procedures or bonds are to be submitted via Bidder Inquiry in ProjNet athttp://projnet.org/projnet. Please see Section 00 21 00, ProjNet Instructions /Offeror's Questions and Comments for further instructions.

The Government is requiring electronic submission of proposals. Please follow the provided instructions precisely. Please see Section 00 21 00, Electronic Proposal Submission Instructions.

An organized Site Visit will be held. Please see Section 00 7300 for Site Visit information.

The term bid and proposal are used interchangeably in industry and may be used interchangeably throughout this Solicitation.

Please note, page numbering in this document may not be accurate.

All days are to be considered calendar days, unless otherwise noted.

NOTICE TO POTENTIAL BIDDERS/OFFERORS: In accordance with DFARS 204. 7302, Contractors and subcontractors are required to provide adequate security on all covered contractor information systems.

Contractors are required to implement National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171 by inclusion of clause at 252.204-7012 (Dev), Safeguarding Covered Defense Information and Cyber incident Reporting, are required at time of award to have

at least a Basic NIST SP 800-171 DoD Assessment that is current (i.e., not more than 3years old unless a lesser time is specified in the solicitation).

SPRS provides storage and access to the NIST SP 800-171assessment scoring information. To access the NIST SP 800-171 Assessments module, users must be registered in the Procurement Integrated Enterprise Environment (PIEE) https://piee.eb.mil/ and be approved for access to Supplier Performance Risk System (SPRS).

The NIST SP 800-171 DoD Assessment Methodology is located at: https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171

Vendor Help and Training Tutorials are available athttps://www.sprs.csd.disa.mil/nistsp.htm

*** END OF NARRATIVE ***

Identifier	Document Name	Document Description	Reference Identifier	Date	Line Item	Page Numbers	Document Type	Provided Under Separate Cover
0001	513234 Bid Schedule 00 10 00	Price Breakout Schedule		09 Jun 2026		4	Attachment	No
0002	PROJNET IN STRUCTIONS	Projnet Instructions		09 Jun 2026		2	Attachment	No
0003	PIEE Submi ssion Inst ructions	PIEE Submission Instructions		09 Jun 2026		3	Attachment	No
0004	Evaluation Criteria 6.10.26	Evaluation Criteria		09 Jun 2026		22	Attachment	No
0005	UAI 5122.1 302-100	UAI 5122.1302-100		09 Jun 2026		1	Attachment	No

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

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Base - Cyber Maintenance Hangar B102 Product Service Code: Y1JZ North American Industry Classification System (NAICS): 236220 Project Code: Z2AZ Pricing Arrangement: Firm Fixed Price	1	Job		

00 10 00
PRICE BREAKOUT SCHEDULE

OFFEROR'S NAME: _____

CONTRACT LINE ITEM SCHEDULE

Line Item No.	Description	Unit	Amount
	BASE PROPOSAL		
0001.	CONSTRUCTION. Includes all work, labor, materials, and equipment required to renovate and construct the Cyber Repair MX Hangar, all as required by the contract documents.	Job	$ _____
	Total Base Proposal		$ _____
	OPTION(S)		
0002.	OPTION 0001. Includes all work, labor, materials, equipment required to Remediate Asbestos Containing Material (ACM) in the facility (Assumed Quantity = 10,000 SF). This option may be exercised up to 10 times.	10,000SF	$ _____
0003.	OPTION 0002. All work, labor, materials, and equipment required for the work associated with the FF&E Package, in accordance with requirements of the FF&E Package included in the contract documents as an Appendix of the specifications which includes, specifications, order data sheets and contract document drawings. This work also includes furniture with integrated power harness and outlets with connection to building power junction box. Telecomm cabling, faceplates and terminations to be installed in the Base contract.	Job	$ _____

0004.	OPTION 0003. Includes all work, labor, materials, and equipment required to furnish, install, test, and commission diesel-fueled standby generator(s) of sufficient capacity to provide a minimum of 24 hours of continuous full backup power for the Cyber Hangar Facility during a utility power failure. Work includes but is not limited to generator unit(s) with weatherproof enclosure, automatic transfer switch (ATS), concrete equipment pad, fuel storage tank(s) with secondary containment, all associated electrical feeders, conduit, grounding, and connections to the facility's distribution system, load bank testing, and all required inspections, certifications, and commissioning documentation. Generator sizing shall be coordinated with the electrical engineer of record and shall be capable of supporting all critical loads including HVAC, lighting, security, communications, and IT equipment as identified in the contract documents.	Job	$ _____
0005.	OPTION 0004. BID OPTION 4 AUDIO VISUAL FFP. Includes all work, labor, materials, and equipment required to provide a complete and operating installation of furnish, install, configure, test, and commission a complete and fully operational audio visual (AV) system for the Cyber Hangar Facility. Work includes, but is not limited to large-format display monitors and/or projection systems with mounts and enclosures, AV control system (e.g., Crestron or equivalent), audio amplifiers, speakers, microphones, and associated signal processing equipment, video distribution and switching equipment, all low-voltage AV cabling (HDMI, DisplayPort, CAT6, fiber optic as required), cable management, rack enclosures, uninterruptible power supplies (UPS) for AV equipment, coordination with network/IT infrastructure, and all programming, commissioning, training, and as-built documentation as required by the contract documents and AV system design.	Job	$ _____

0006.	OPTION 0005. Includes all work, labor, materials, and equipment required to provide a complete All costs associated with the installation of a ESS system for the Cyber Hangar Facility. The ESS system is procured through a sole source, Avantor. Work includes but not limited to installation of Government furnished head-in equipment, video display monitors and mounts, cameras with mounts. CLIN 0001 (Base Bid) provides the electrical power, conduit pathways, pull wire, and wiring infrastructure for the ESS system, and includes salvage and delivery of the existing CCTV system equipment to the Government at SAFB. This Bid Option (CLIN 0006) provides all labor, materials, and equipment necessary to install the Government-furnished ESS head-end equipment and all associated components to deliver a complete and fully operational Electronic Security System with all required testing, commissioning, and certifications. This bid option is not contingent upon award of other bid options.	Job	$ _____
0007.	OPTION 0006. Includes all work, labor, materials, and equipment required to provide a complete and operating installation of Cost of low voltage cabling and its installation. This bid option is not contingent upon award of other bid options.	Job	$ _____
	Total Options		$ _____

TOTAL PROPOSAL (BASE + OPTIONS) $ _____

NOTES FOR CONTRACT LINE ITEM (CLIN) SCHEDULE

NOTE NO. 1. To better facilitate the receipt and proposal process, all modifications to proposals are to be submitted on copies of the latest Contract Line Item (CLIN) schedules as published in the solicitation or the latest amendment thereto. In lieu of indicating additions/deductions to line items, all Offerors should state their revised prices for each item.

NOTE NO. 2. Offerors must insert a price on all numbered items including options of the CLIN Schedule. Failure to do so may result in the offer being unacceptable.

NOTE NO. 3. The Offeror's Base Bid and all Options will be evaluated for best value to the Government. The basis for award is the trade-off process. Evaluation of options will not obligate the Government to exercise the option(s).

NOTE NO. 4. BID OPTION 1 may be exercised at any time during the Period of Performance, up to 1,507 calendar days after NTP. BID OPTION 2 may be awarded up to 60 calendar days after NTP. BID OPTIONS 3, 4, 5 or 6 may be exercised up to 365 calendar days after NTP.

NOTE NO. 5. Government furnished equipment in Bid Options 2, 3, 4, 5, and 6 will be delivered to the jobsite and transferred to the Contractor no earlier than 120 calendar days before the Contract Completion date for the Contractor to temporarily store, protect and installation.

--END OF CLIN SCHEDULE—

Section 00 21 00 - Instructions

PROJNET INSTRUCTIONS

W912QR26RA057

Technical inquiries and questions relating to proposal procedures or bonds are to be submitted via Bidder Inquiry in ProjNet at http://www.ProjNet.org/ProjNet.

As noted below, offerors shall not submit their proposals via ProjNet. Offerors shall submit their proposals in accordance with the provisions stated in the solicitation.

To submit and review bid inquiry items, bidders will need to be a current registered user or self-register into system.

The Solicitation Number is: **W912QR26RA057**

The Bidder Inquiry Key is: **6RCZI3-A6MV2V**

Specific Instructions for ProjNet Bid Inquiry Access:

1. From the ProjNet home page linked above, click on **Quick Add** on the upper right side of the screen.

2. Identify the Agency. This should be marked as **USACE**.

3. Key. Enter the **Bidder Inquiry Key** listed above.

4. Email. Enter the email address you would like to use for communication.

5. Select Continue. A page will then open stating a user account was not found and will ask you to create one using the provided form.

6. Enter your First Name, Last Name, Company, City, State, Phone, Email, Secret Question, Secret Answer, and Time Zone. Make sure to remember your Secret Question and Answer as they will be used from this point on to access the ProjNet system.

7. Select Add User. Once this is completed you are now registered within ProjNet and are currently logged into the system.

Specific Instructions for Future ProjNet Bid Inquiry Access:

1. For future access to ProjNet, you will not be emailed any type of password. You will utilize your Secret Question and Secret Answer to log in.

2. From the ProjNet home page linked above, click on **Quick Add** on the upper right side of the screen.

3. Identify the Agency. This should be marked as **USACE**.

4. Key. Enter the **Bidder Inquiry Key** listed above.

5. Email. Enter the email address you used to register previously in ProjNet.

6. Select Continue. A page will then open asking you to enter the answer to your Secret Question.

7. Enter your Secret Answer and click Login. Once this is completed you are now logged into the system. From this page you may view all bidder inquiries or add an inquiry. Bidders will receive an acknowledgement of their question via email, followed by an answer to their question after it has been processed by our technical team. Offerors are requested to review the specification in its entirety and to review the Bidder Inquiry System for answers to questions prior to submission of a new inquiry.

The call center operates weekdays from 8AM to 5PM U.S. Central Time Zone (Chicago). The telephone number for the Call Center is 800-428-HELP. Offers will NOT be publicly opened. Information concerning the status of the evaluation and/or award will NOT be available after receipt of proposals.

NOTES:

1. Offerors shall not submit their proposals via ProjNet, but in accordance with the provisions stated in the solicitation. Any questions regarding acceptable means of submitting offers shall be made directly to the Contract Specialist identified in the solicitation.

2. Government responses to technical inquiries and questions relating to proposal procedures or bonds that are submitted to ProjNet in accordance with the procedures above are not binding on the Government unless an amendment is issued on Standard Form 30. In the case of any conflicts, the solicitation governs. Any changes or revisions to the solicitation will be made by formal amendment.Government responses will be limited to: (a) Notice that an amendment will be issued; (b) Reference to an existing requirement contained in the solicitation; or (c) Notice that a response is not necessary.

3. The ability to enter technical inquiries and questions relating to proposal procedures or bonds will be disabled ten (10) calendar days prior to the closing date stated in the solicitation. No Government responses will be entered into the ProjNet system within two (2) calendar days prior to the closing date stated in the solicitation.

ELECTRONIC SUBMISSION INSTRUCTIONS

Proposals: ALL SUBMISSIONS TO THIS PROPOSAL ANNOUNCEMENT SHALL BE SUBMITTED

ELECTRONICALLY THROUGH THE PROCUREMENT INTEGRATED ENTERPRISE ENVIRONMENT (PIEE) SOLICITATION MODULE BEFORE THE TIME SPECIFIED IN BLOCK 13 OF THE SF1442.

No paper copies, CD-ROMS, facsimile, or DoD SAFE submissions will be accepted.

A User ID and Password are required to access PIEE. Offerors are required to self-register as a Vendor or Contractor with the user's CAGE code(s) and must have an active registration in the System for Award Management (SAM) prior to the PIEE registration process.

Instructions for registering in PIEE:

Navigate to https://piee.eb.mil/

Select “Register” [top right],or go to https://piee.eb.mil/xhtml/unauth/registration/notice.xhtml

Select “Vendor”

Create a User ID and Password and follow the prompts [next]

Create Security Questions [next]

Complete your User Profile Information [next]

Complete your Supervisor or Approving Official Information [next]

Complete Roles:

Step 1. Select SOL-Solicitation

Step 2. Select Proposal Manager

Step 3. Click Add Roles

Step 4. Fill in your Location Code (CAGE Code) [next]

Provide a justification for your registration [next]

Follow the remaining prompts to submit your registration

Instructions for Electronic Submissions in PIEE Solicitation Module:

Log into PIEE and select the Solicitation Icon.

Enter search criteria to find the solicitation. (Search Criteria can be the complete solicitation number, Solicitation Open Date, Response Due Date, Product or Service Code, NAICS, Set Aside code, Place of Performance Zip Code, Contracting Office DODAAC, or Status).

The search results display. Select the Solicitation Number link to open the solicitation.

The solicitation displays. The information is view only.

Scroll down to see the Contract Information and Attachments. The Attachments can be viewed by selecting the File link. Scroll back up to the top of the screen and click the Offer tab.

Click the Offer tab to Add and review current offers on the Solicitation. Click the Add button to add an offer to the Solicitation.

Select the applicable CAGE Code for which submitting the offer for. The list is prefiltered based on the

CAGEs in the Proposal Manager's profile.

Upload the attachments that comprise the offer by selecting the Choose Files link.

After entering all necessary information enter a Signature Date and Click the Signature button.

The "Sign Document" pop-up window will be displayed requiring the user to enter a Digital PIN and One Time Password (OTP). Click the "Sign and Submit" button to continue.

After successfully adding the Offer a success message of the submission will be displayed and the offer displayed collapsed. Users may expand and view all their offers on a Solicitation.

File Size Limitations: Offerors are advised to follow the above instructions for uploading files. If needed, Offerors are advised to break the files down into smaller sections in order to upload it to the system. In such cases, please divide the sections as logically as possible and be sure to clearly name the files as specified below.

File Naming Convention:

To ensure your submission is received and processed appropriately, it is important that interested parties CAREFULLY ensure their electronic files adhere to the following naming convention:

W912QR26RA057-FIRMNAME-VOLUME I

W912QR26RA057-FIRMNAME-VOLUME II

Each file name shall begin with the solicitation number followed by the firm's name and a brief file description. Please see examples above. (***NOTE: The PIEE Solicitation Module will replace special characters and spaces in the attachment filename with underscores "_"***)

File Organization: Although hard copies are not accepted, each file shall be clearly indexed, and logically assembled. Font size shall be 11 or larger. Pages shall be letter sized (larger page sizes (such as 11x17 fold-outs, etc.) will be counted as two pages.

Upload Completion & Deadline: Offerors are highly encouraged to become familiar with the PIEE Solicitation module well in advance of the bid due date. Interested offerors shall submit bids no later than the date specified on the solicitation document. The time & date of bid receipt will be the upload completion / delivery time & date recorded within PIEE Solicitation module. Do not assume that electronic submission will occur instantaneously. Large files will take some time to upload. Offerors should time their upload effort with prudence by not waiting until the last few minutes—this will allow for unexpected delays in the transmittal process. Offerors are encouraged to keep a copy of the upload confirmation for their record. Submissions after the deadline will be considered late and will be processed in accordance with FAR 15.208.

Electronic Files: Files shall be in their native format (i.e. doc, xls, ppt, etc.), or if in pdf format, shall be in searchable text. Text and graphics portfolios of the electronic copies shall be in a format readable by Microsoft Office or Adobe applications. Data submitted in a spreadsheet format shall be readable by MS Excel (all cells and formulas should be unlocked).

For training and help using the PIEE Solicitation module, reference the links below.

New User Information and Help: https://piee.eb.mil/xhtml/unauth/help/helpvendors.xhtml

Vendor Customer Support:
https://piee.eb.mil/xhtml/unauth/web/homepage/vendorCustomerSupport.xhtml

Solicitation - Web Based Training: https://pieetraining.eb.mil/wbt/xhtml/wbt/sol/index.xhtml

The Procurement Integrated Enterprise (PIEE) help desk may be reached by calling telephone number 866-618-5988 for assistance.

UAI 5122.1302-100

Veterans Employment Emphasis for U.S. Army Corps of Engineers Contracts

In addition to complying with the requirements outlined in FAR Part 22.13, FAR Provision 52.222-38, FAR Clause 52.222-35, FAR Clause 52.222-37, DFARS 222.13 and Department of Labor regulations, U.S. Army Corps of Engineers (USACE) contractors and subcontractors at all tiers are encouraged to promote the training and employment of U.S. veterans while performing under a USACE contract. While no set-aside, evaluation preference, or incentive applies to the solicitation or performance under the resultant contract, USACE contractors are encouraged to seek out highly qualified veterans to perform services under this contract. The following resources are available to assist USACE contractors in their outreach efforts:

- U.S. Department of Labor Veterans' Employment and Training Service (VETS): **https://www.dol.gov/vets/**
- Federal Veteran Employment Information: **https://www.fedshirevets.gov/**
- Veterans Opportunity to Work (VOW) Program: **https://www.benefits.va.gov/vow/**
- U.S. Army Warrior Transition Command Employment Index: **https://wct.army.mil/modules/employers/index.html**
- Hiring Our Heroes: **https://www.uschamberfoundation.org/hiring-our-heroes**

(End of special contract requirement)

Section 00 21 00 - Instructions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	2026-02		
52.214-34	Submission of Offers in the English Language.	1991-04		
52.214-35	Submission of Offers in U.S. Currency.	1991-04		
52.215-1	Instructions to Offerors-Competitive Acquisition. (Deviation 2026-O0038)	2026-02		
52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work. (Deviation 2026-O0038)	2026-02		
52.225-12	Notice of Buy American Requirement-Construction Materials Under Trade Agreements.	2014-05		
52.233-2	Service of Protest. (Deviation 2026-O0038)	2026-02		

DFARS Provisions Incorporated by Reference

Number	Title	Effective	Alternate	Variation

		Date	Deviation	Effective Date
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03		
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	2023-01		

FAR Provisions Incorporated by Full Text

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

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

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

(End of provision)

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

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

The full text of FAR clauses and provisions can be found at https://www.acquisition.gov/The full text of DFARS clauses and provisions can be found at https://www.acq.osd.mil/dpap /dars /dfarspgi/current/index.htmlRFO and Deviations can be found at https://www.acquisition.gov /faroverhaul/ far-part-deviationguide

(End of provision)

52.252-3	Alterations in Solicitation.	1984-04

Alterations in Solicitation (Apr 1984)

Portions of this solicitation are altered as follows:

____ ____ ____

(End of clause)

52.252-5	Authorized Deviations in Provisions.	2020-11

Authorized Deviations in Provisions (Nov 2020)

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

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

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7025	Notice of Cybersecurity Maturity Model Certification Level Requirements.	2025-11		

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 1 (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)

252.215-7012	Requirements for Submission of Proposals via Electronic Media.	2018-01

REQUIREMENTS FOR SUBMISSION OF PROPOSALS VIA ELECTRONIC MEDIA (JAN 2018)

The Offeror shall submit the cost portion of the proposal via the following electronic media: as specified in the electronic proposal submission instructions.

(End of provision)

Section 00 22 00 - Supplementary Instructions

FAR Provisions Incorporated by Reference

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

Section 00 22 12

PROCEDURES FOR SUBMITTAL OF OFFERS AND PROPOSAL EVALUATION CRITERIA

1. **Overview.**

1.1 The intent of this solicitation is to select one contractor for the new construction of an endo skeleton structure to an existing hangar to house Cyber Warfare Operations located in Mansfield, Ohio. The basis of award is the Best Value Trade-Off Process. The Contracting Officer will award a firm fixed price contract to the responsible offeror whom the Source Selection Authority (SSA) determines conforms to the solicitation, is fair and reasonable, and offers the best overall value to the Government, all factors considered. The Government reserves the right to accept other than the lowest priced offer or to reject all offers.

1.2 The proposed project is a 76,227 SF Design-Bid-Build project that will consist of a new construction of an endo skeleton structure to an existing hangar to house Cyber Warfare Operations. Provide cyber operations space within the existing bay, to include three floors. Construct all spaces up to appropriate security levels. Install communications room to accommodate servers and equipment. Provide all supporting electrical, mechanical, security, fire suppression, and communications supporting infrastructure. Provide emergency power systems and standby generator connection.

1.3 The target ceiling for contract award is $60,000,000 based on the funds made available for this project. The Government cannot guarantee that additional funds will be available for award. Offerors are under no obligation to approach this ceiling.

2. **Submittal of offers**.

2.1 Offerors submitting proposals for this project should limit submissions to data essential for evaluation of proposals so that a minimum of time and monies will have been expended in preparing information required herein. However, in order to be effectively and equitably evaluated, the proposals must include information sufficiently detailed to clearly describe the offeror's capability for successfully completing the solicited project. Requirements stated in this Request for Proposal (RFP) are minimums. Proposals should follow in the order of sequence set forth in the RFP. Information provided out of sequence may not be evaluated and may result in the offeror’s disqualification from award.

2.2 Offerors shall submit their proposals to the US Army Corps of Engineers via Procurement Integrated Enterprise Environment (PIEE) as detailed in the Electronic Proposal Submission Instruction, no later than the time and date specified in Block 13 of Standard Form 1442. Mark your proposal submission to the attention of Megan Murphy. NOTE: The Louisville District is in the Eastern Time Zone.

2.3 Offerors are required to submit a proposal consisting of the information identified in paragraphs 2.4 below. The sections should parallel the submission requirements identified herein.

2.4 Proposals: ALL SUBMISSIONS TO THIS PROPOSAL ANNOUNCEMENT SHALL BE SUBMITTED ELECTRONICALLY. No paper copies, CD-ROMs or facsimile submissions will be accepted. Electronic Proposal Submission is required through the Procurement Integrated Enterprise Environment (PIEE) Solicitation Module https://wawf.eb.mil/.

Instructions on how to create a vendor account will be posted to sam.gov and can be located at:

https://www.acq.osd.mil/asda/dpc/ce/cap/docs/piee/PIEE_Solicitation_Module_Vendor_Access_Instructions.pdf

Instructions on how to submit an offer will be posted to sam.gov and can be located at:

https://pieetraining.eb.mil/wbt/sol/Posting_Offer.pdf

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

Upload Completion & Deadline: Interested parties shall submit responses no later than the date specified on the solicitation document. The time & date of proposal receipt will be the upload completion / delivery time & date recorded within PIEE Solicitation Module site. Do not assume that electronic submission will occur instantaneously. Large files (e.g. 10MB or more) will take some time to upload. Offerors should time their upload effort with prudence by not waiting until the last few minutes—this will allow for unexpected delays in the transmittal process. Offerors are encouraged to keep a copy of the upload confirmation for their record. Submissions after the deadline will be considered late and will be processed in accordance with FAR 15.208.

Electronic Files: Submission shall be in a searchable Adobe PDF format. Files shall be in their native format (i.e., doc, xls, ppt, etc.), or if in PDF format, shall be in searchable text. Text and graphics portfolios of the electronic copies shall be in a format readable by Microsoft Office or Adobe applications. Data submitted in a spreadsheet format shall be readable by MS Excel (all cells and formulas should be unlocked).

Any information, presented in a proposal that the Offeror wants safeguarded from disclosure to other parties must be identified and labeled in accordance with the requirements of Provision "FAR 52.215-1, Instructions to Offerors – Competitive Acquisition (Jan 2017)," subparagraph (e), which is found in Section 00 10 00 of the RFP. The Government will endeavor to honor the restrictions against release requested by Offerors, to the extent permitted under United States law and regulations.

File Naming Convention: To ensure your submission is received and processed appropriately, it is important that interested parties CAREFULLY ensure their electronic files adhere to the following naming convention:

- W912QR26RA057-FIRMNAME-VOLUME I
- W912QR26RA057-FIRMNAME-VOLUME II

Each file name shall begin with the solicitation number followed by the firm's name and a brief file description. Please see examples above.

File Organization: Although hard copies are not accepted, each file shall be clearly indexed, and logically assembled. Font size shall be 10 or larger. Pages shall be letter sized (larger page sizes (such as 11x17 foldouts, etc.) will be counted as two pages. Proposals shall be in a narrative format, organized and titled so that each section of the proposal follows the order and format of the factors. Information presented should be organized so as to pertain to only the evaluation factor in the section that the information is presented. Information pertaining to more than one evaluation factor should be repeated in each section for each factor.

3. **Proposal Evaluation Process**.

3.1. A Source Selection Evaluation Board (SSEB) comprised of representatives of the Corps of Engineers, User/Customer, and other required personnel will evaluate the proposals. Offerors are advised that the technical evaluation and rating of proposals will be conducted in strict confidence. Technical proposals (Volume I) will be reviewed and rated without knowledge of the price offered. The number and identities of offerors are not revealed to anyone not involved in the evaluation and award process or to other offerors. Proposals will be evaluated based on the factors described herein, and the basis of award is a Best Value Trade-Off, as stated above.

3.2 The evaluation process essentially consists of four parts: proposal compliance review and responsibility review, technical evaluation, price evaluation, and price/technical trade-off analysis.

3.2.1 Proposal Compliance/Responsibility Review: This is an initial review to ensure that all required forms and certifications are complete, that both a technical and price proposal were received, and that the offeror is financially capable of sustaining performance under the contract and is able to obtain the required level of performance and payment bonds from an acceptable surety.

3.2.2 Technical Evaluation: The SSEB will evaluate and rate the Volume I proposals against the RFP requirements. Factor I – Past Performance will be rated using Tables 1 and 2 below. The rating will be based on overall confidence in performance, with the final confidence assessment rating based on the extent of recent, relevant past experience and the quality of the offeror's performance. Factor II – Management Plan will be rated using Table 3 below.

3.2.3 Price Evaluation: The SSEB and Contracting Officer/SSA will evaluate price proposals independent of the technical evaluation. The SSEB will not have access to price information until completion of the technical evaluation.

3.2.4 Price/Technical Trade-off Analysis: After all above evaluations are complete, the Contracting Officer/SSA will compare the relative advantages and disadvantages of technical proposals and compare prices. The Source Selection Authority (SSA) will then consider all factors to select the proposal offering the best value to the Government.

4. **Proposal Information and Related Evaluation Factors.**

4.1 Proposals will be evaluated in accordance with the factors below, listed in relative order of importance. All evaluation factors, other than price, when combined are considered approximately equal to price. The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

4.2	Volume I – Factor I – Past Performance	1st
4.3	Volume I – Factor II – Management Plan	2rd
4.4	Volume I – Factor III – Small Business Participation Plan	3rd

4.5 Volume II - Price and Pro Forma Information

Tab A	Standard Form 1442 and Price Breakout Schedule	Not Rated
Tab B	Joint Venture Agreement	Not Rated
Tab C	Evidence of Ability to Obtain Bonding and Proof of Financial Ability	Not Rated
Tab D	Pre-Award Information	Not Rated
Tab E	Subcontracting Plan	Acceptable / Unacceptable
Tab F	Cybersecurity Maturity Model Certification (CMMC) Level	Not Rated

4.6 Ratings

Evaluators will apply a singular rating for the definition that most closely matches the evaluation.

TABLE 1

Past Performance Relevancy Ratings	
Rating	**Description**
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

TABLE 2

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

	expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will successfully perform the required effort.

TABLE 3

Combined Technical / Risk Rating Method	
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.

TABLE 4

Small Business Ratings	
Rating	**Description**
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the small business objectives.
Unacceptable	Proposal does not meet the small business objectives.

4.7 Definitions

1. Deficiency. A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. See FAR 15.001.

2. Strength. An aspect of an offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

3. Significant Strength. An aspect of an offeror's proposal that has appreciable merit or appreciably exceeds specified performance or capability requirements in a way that will be appreciably advantageous to the Government during contract performance.

4. Weakness. A flaw in the proposal that increases the risk of unsuccessful contract performance. See FAR 15.001.

5. Significant Weakness. A flaw in the proposal that appreciably increases the risk of unsuccessful contract performance. See FAR 15.001.

6. Uncertainty. Any aspect of a non-cost/price factor proposal for which the intent of the offeror is unclear (e.g., more than one way to interpret the offer or inconsistencies in the proposal indicating that there may have been an error, omission, or mistake).

7. Clarification. Limited exchanges between the Government and offerors that may occur when award without discussions is contemplated. See FAR 15.306(a)(1).

8. Adverse Past Performance. Past performance information that supports a less than satisfactory rating on any evaluation. Adverse past performance that must be addressed with Offerors includes unfavorable comments received from sources such as those received from respondents from past performance questionnaires or interviews that have not been finalized within a formal rating system.

9. 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 or subfactor may involve risk of disruption of schedule, degradation of performance, the need for increased Government oversight, and the likelihood of unsuccessful contract performance.

5.0 **Volume I – Factor I: Past Performance**

5.1 Submission Requirements:

5.1.1 Provide descriptions of up to three (3) projects substantially complete or completed by the Prime Contractor within the last five (5) years (from the solicitation issue date) that are similar to this project in size and scope. Projects completed more than five (5) years before the solicitation issue date may be considered for evaluation purposes but may lessen the overall relevancy rating for that project. Projects are considered substantially complete if enough work has been performed such that it demonstrates the ability to successfully complete all phases of the project or at least 95% complete. An Indefinite Delivery Indefinite Quantity (IDIQ) contract may be submitted only if a single task order could be considered similar to this project. Task orders may not be combined in order for the project to be considered similar.

5.1.2 Projects considered similar in size would include new construction of a minimum of 45,000 square feet.

5.1.3 Projects considered similar in scope to this project include the following:

a.) construction of a building within a building
b.) new construction of facilities that included installation of micro-pile foundations
c.) new construction of facilities at least 3 stories tall, requiring progressive collapse construction, Office, Conference/Training Spaces and Secure Rooms.

5.1.4 The prime contractor must have self-performed at least 15 percent of the direct contract labor (including testing and layout personnel), exclusive of other general conditions or field overhead personnel, material, equipment, or subcontractors to be considered similar.

5.1.5 Additional consideration may be given for projects that contain the following features:

a) Experience working with USACE
b) Experience constructing within ICD-705 secure perimeter with escorts

5.1.6 The following information shall be provided for each project:

a) Project Title, Location, and Contract Number/Unique Identifier
b) Current percentage of construction complete and the date it was or will be complete
    a. For projects that are not yet complete, provide description of work remaining to be completed.
c) Scope of the project, to include purpose/use of facility
d) Size of the project, differentiate square footage of new construction versus renovation if the project includes both
e) Type and percentage of work that was self-performed
f) Overall dollar value of project
g) Customer point of contact

5.1.7 For this factor, also include any ratings, letters, awards, etc. that support past performance on these projects. Any of this information that is submitted shall clearly identify to which of the submitted projects it pertains. A sample Past Performance Questionnaire is attached for your convenience. If used, the Past Performance Questionnaire must be submitted by the offeror with the proposal submission and **not** sent directly to the agency from the reference. For each project, the offeror may provide information on problems encountered on the identified contracts and the offeror's respective corrective action.

NOTE: For purposes of evaluating past performance, the Prime Contractor is defined as the contractor identified in Block 14 of the Standard Form 1442. Projects performed by contractors other than the offeror, including, but not limited to, teaming partners, subcontractors, sister or parent companies, and affiliates will not be evaluated for past performance, unless those other contractors are part of a joint venture offeror as demonstrated by a signed joint venture agreement. If more than one contractor is listed in Block 14, then a signed joint venture must be submitted with the proposal and the joint venture shall be registered as such in the System for Award Management (SAM). However, each party of the Joint Venture (JV) must submit their own Unique Entity Identifier Number (formerly known as DUNS) with the JV proposal. Projects performed by other contractors than the offeror, such as teaming partners or subcontractors, will not be evaluated for past performance, unless those other contractors are part of a JV offeror as demonstrated by a signed JV agreement. If the offeror represents the combining of two or more companies as a JV for the purpose of this RFP, each company in the JV may submit project examples, but the total submitted by the JV will not exceed three (3).

In addition to the joint venture agreement, small business offerors submitting a proposal as a Mentor-Protégé JV under the SBA Mentor-Protégé program (MPP) shall submit a copy of their SBA-approved Mentor-Protégé agreement under Volume II, Tab B of the proposal. (See Section 8.2). Projects performed by other contractors than the offeror, such as teaming partners or subcontractors, will not be evaluated for past performance, unless those other contractors are part of a JV offeror as demonstrated by a signed JV agreement. If the offeror represents the combining of two or more companies as a JV for the purpose of this RFP, each company in the JV may

submit project examples, but the total submitted by the JV will not exceed three (3). Relevant past performance information provided for affiliates of small business offerors will be considered. Affiliates (as defined by FAR 2.101) means associated business concerns or individuals if, directly or indirectly either one controls or can control the other; or third-party controls or can control both. Affiliation will be determined in accordance with 13 CFR 121.103. In determining whether affiliation exists, the Government will consider the totality of the circumstances and may find affiliation even though no single factor is sufficient to constitute affiliation. If an offeror is submitting the past performance of an affiliate, the offeror must submit proof of affiliation pursuant to 13 CFR 121.103. Acceptable proof of affiliation includes a statement or letter declaring that the entity is an affiliate of the small business offeror, the nature of the relationship and control between the offeror and the affiliate, and what factors and circumstances constitute the affiliation.

5.2 Evaluation Criteria:

5.2.1 The SSEB will first evaluate the relevancy of recent past performance identified in the proposal in response to paragraph 5.1 above. By using the criteria identified above, the SSEB will determine how relevant a past project is when compared to the scope, size, and magnitude of effort and complexities of the solicited project. A relevancy rating will be assigned to each submitted project using the Past Performance Relevancy Ratings table above.

5.2.2 The SSEB will next review how well the offeror performed on those projects. The Government reserves the right to check any or all cited references to verify supplied information and to assess owner satisfaction. The Government also reserves the right to not contact the provided references. In addition to the information submitted by the offeror, the Government reserves the right to review any other sources of relevant information for evaluating past performance, including projects other than those submitted by the offeror. The Government reserves the right to review past performance information retrieved through the Past Performance Information Retrieval System (PPIRS), including Contractor Performance Assessment Reporting System (CPARS), using all CAGE/Unique Entity Identifier numbers. Other sources may include, but are not limited to, past performance information retrieved from inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the offeror.

5.2.3 The SSEB will review all past performance information collected and determine the quality of the offeror's performance, general trends, and usefulness of the information and incorporate this information into the performance confidence assessment. The SSEB will assign a final, overall Performance Confidence rating, using the ratings in the Performance Confidence Assessment table above, based on the SSEB's assessment of (1) the degree of the offeror's recent, relevant experience, and (2) how well the offeror performed that experience.

6.0 **Volume I – Factor II: Management Plan**

6.1 **Submission Requirements:**

Provide a management plan narrative for the project that describes how your labor, resources, subcontractors, material suppliers, and procurement of long lead items will be managed, supervised, coordinated, and used to ensure successful completion of the project. At a minimum, the Management Plan shall also include the following information:

- Identify significant areas of risk to the project and provide your plan for mitigating risk during contract performance. Narrative shall include, at a minimum, a discussion of the following:

    - Installation and commissioning of electrical and mechanical systems
    - Working with Government Escorts at an ICD-705 perimeter
    - Pre-construction site work
    - Long lead items

- Describe your plan for managing and maintaining schedule during contract performance.

- Discuss the key considerations and milestones associated with the construction schedule and how along with your key subcontractors will execute the work to deliver the project within the period of performance. Discuss resources that are available to mitigate the risk of schedule slippage.

NOTE: There is a page limit of six (6) single sided, 8.5" x 11" pages, using a minimum font size of 11 and a minimum margin of one-half inch on all sides for the Management Plan sub factor.

6.2 Evaluation Criteria:

Management Plan narratives will be evaluated based on the level of understanding of the work and the involvement the contractor will have in the management, oversight, control, and coordination of the work performed during construction of the project. Narratives that demonstrate a clear understanding of the project requirements and provide a thorough approach for successfully managing the solicited project may be rated more favorably by the SSEB. An adjectival rating will be assigned to the management plan using the Combined Technical / Risk Assessment Ratings table (Table 3) above.

7.0 **Volume I – Factor III: Small Business Participation Plan**

7.1 Submission Requirements

ALL OFFERORS ARE REQUIRED TO SUBMIT A SMALL BUSINESS PARTICIPATION PLAN. The Small Business Participation Plan shall be based on the offeror's best effort and is required to address each of the following areas individually:

- The extent to which the small business programs listed in FAR 19 (small business, small disadvantaged business, woman-owned small business, HubZone, service disabled veteran owned small business, etc.) are specifically identified in the Small Business Participation Plan;
- The extent of participation of such firms in terms of the value of the total acquisition in %'s for the base plus all options; the extent of commitment to use such firms (for example, enforceable commitments, i.e., teaming agreements signed, are to be considered more heavily than non-enforceable ones);
- The complexity and variety of the work small firms are to perform on this acquisition;
- The practicality of the Small Business Participation Plan, i.e., aggressive goals.

The Small Business Participation Plan shall be organized as follows:

(1) Prime Contractor type of business (check all that apply):

( ) Large
( ) Small (also check type of small business)
( ) Small Non-Disadvantaged Business
( ) Small Disadvantaged Business
( ) Woman-Owned Small Business
( ) HUBZone Small Business
( ) Veteran Owned Small Business
( ) Service Disabled, Veteran Owned Small Business

(2) Percentage of your participation as a prime contractor: _____ %

NOTE: Small Business primes' self-performance counts as Small Business Participation, and small business primes may achieve small business participation goals through their own performance/participation as a prime and/or through subcontracting to other small businesses.

(3) Percentage of total contract value of subcontracts planned for:

	% of Total Contract Value
Large	%
Total Small	%
Small Non-Disadvantaged	%
Small Disadvantaged	%
Small Woman Owned	%
Small HUB Zone	%
Small Veteran Owned	%
Small Service Disabled Veteran Owned	%

Each percentage above shall be accompanied by detailed supporting documentation regarding individual commitments.

NOTE: The sum of the percentages of Small Non-Disadvantaged and Small Disadvantaged should equal the entries for the Total Small; however, the sum of all of the percentages need not equal 100% since the prime is not included and individual subcontractors may be counted towards more than one category.

(4) List principal supplies/services (be specific) to be subcontracted to:

	Name of Company	Type of Service/Supply
Large		
Small Non-Disadvantaged		
Small Disadvantaged		
Small Woman Owned		
Small HUB Zone		
Small Veteran Owned		
Small Service Disabled Veteran Owned		

(5) Prior Performance Information: Provide any information substantiating the offeror's track record of utilizing small business on past contracts.

(6) For Large ***and*** Small Businesses provide descriptive information for all small business categories. Any information concerning long-term relationships with Small Business subcontractors, such as mentor-protégé relationships, should be provided.

(7) Extent of Commitment: Provide documentation regarding enforceable commitments to utilize any small business category as defined in FAR Part 19 as subcontractors.

(8) Small Business Subcontracting Plan: Each ***Large Business Offeror*** shall provide a Small Business Subcontracting Plan that contains all of the elements required by FAR Clause 52.219-9 Alt II. This Plan ***shall*** be submitted separately from the Small Business Participation information required above which applies to both Large and Small Businesses. The Subcontracting Plan is not a requirement for evaluation in source selection but rather a requirement for award to a Large Business. The approved Small Business Subcontracting Plan will be incorporated into any resultant contract(s).

7.2 Evaluation Criteria:

ALL OFFERORS ARE REQUIRED TO SUBMIT A SMALL BUSINESS PARTICIPATION PLAN. The Small Business Participation Plan will be evaluated based on the offeror's best efforts, the level of small business commitment that is being demonstrated for the proposed acquisition, and the prior level of commitment to utilizing small businesses in performance of prior contracts. The Small Business Participation Plan must meet the minimum Total Small Business Participation goal of 20% of the total contract value (through collective small business participation from any type of small business or sub-category small business).

Pursuant to DFARS PGI 215.304(c)(i)(A), the following elements will be considered in evaluating an offeror's Participation Plan:

- The extent to which such firms, as defined in FAR Part 19, are specifically identified in plans;
- The extent of commitment to use such firms (enforceable commitments will be weighted more heavily than non-enforceable ones);
- The complexity and variety of the work such firms are to perform;
- The realism of the plans;
- Past performance of offerors in complying with the requirements of the Subcontracting Plan Goals for such firms and monetary targets for participation;
- The extent of participation of such firms in terms of the proposed subcontracted value; and
- The extent to which the offeror provides detailed explanations/documentation supporting the proposed participation percentages, or lack thereof. The Department of Defense (DOD) has established small business goals to help ensure small business receives a fair proportion of DOD awards.

8.0 **Volume II - Price and Pro Forma Information**

8.1 **Tab A - Standard Form 1442 and Proposal Price Breakout Schedule**.

8.1.1 Submission Requirements:

The offeror shall complete and submit Standard Form 1442 and Section 00 10 00, Proposal Price Breakout Schedule.

8.1.2 Evaluation Criteria:

The price will be evaluated on base proposal plus all options. The price will be evaluated for fairness and reasonableness through the use of a price analysis. Price will also be checked for unbalancing of line items. Offerors are cautioned to distribute costs appropriately.

8.2 **Tab B – Joint Venture Agreements**

8.2.1 Submission Requirements:

If more than one contractor is listed in Block 14, or the offeror listed in Block 14 is a joint venture (JV), then a signed JV agreement must be submitted with the proposal and the offeror shall be registered in the System for Award Management (SAM) as a legal entity separate from the individual joint venture members. However, each member of the JV must submit its own Unique Entity Identifier (formally DUNS number) with the proposal.

Small business offerors (e.g., 8(a), HUBZone, SDVOSB) submitting a proposal as a JV or Mentor-Protégé shall submit evidence from the offeror's SBA Servicing Agency that the offeror has notified and discussed the proposed joint venture for this specific project with the appropriate SBA Representative or Business Opportunity Specialist. Joint Venture agreements and approved 8(a) Mentor-Protégé agreements must be submitted with the proposal.

8.2.2 Evaluation Criteria:

This information will be used for the purpose of completing the Pre-Award Survey and will not be rated. Joint Venture Agreements and Mentor-Protégé agreements must comply with the relevant regulations in Title 13 of the Code of Federal Regulations in order for an offeror to be eligible for any small business-related price preference.

8.3 **Tab C – Evidence of Ability to Obtain Bonding and Proof of Financial Ability**

8.3.1 Submission Requirements:

A. Financial Capability. Submit Proof of Financial Ability (Most recent financial statement covering assets and liabilities). Include the name, address, and telephone number of offeror's banking institution. If the offeror is a joint venture, submit this information for all joint venture members.

B. Bonding Capability. Submit information showing offeror's ability to be bonded for this project. Include the name, address, and telephone number of the offeror's bonding company.

8.3.2 Evaluation Criteria:

This information will be used for the purpose of completing the Pre-Award Survey and will not be rated. See FAR Part 28 for information related to bonds.

8.4 **Tab D – Pre-Award Information**

8.4.1 Submission Requirements:

A. The offeror shall submit one completed copy of Section 00 45 00, Representations and Certification.

B. The offeror shall submit the following information:

a) Number of years the firm has been in business

b) Name, address, and telephone numbers of two credit/trade references

c) A list of present commitments, including the dollar value

If the offeror is a joint venture, submit this information for all joint venture members.

8.4.2 Evaluation Criteria:

This information will be used for the purpose of completing the Pre-Award Survey and will not be rated.

8.5 Tab E - Subcontracting Plan

8.5.1 Submission Requirements:

Large business offerors shall submit a Subcontracting Plan in accordance with FAR Clauses 52.219-8 and 52.219-9 Alt II. To be acceptable, plans must adequately address the required statutory elements and provide sufficient information to enable the Contracting Officer to answer affirmatively questions 1 through 13 of Appendix DD, Part 3, AFARS 5119.705. The offeror may use the attached sample sub-contracting plan as a starting point. Percentage goals apply to the total amount being subcontracted.

8.5.2 Evaluation Criteria:

Submitted information will be evaluated for acceptability in accordance with AFARS 5119.705. To be acceptable, subcontracting plans must:

(a) Adequately address the required statutory elements.

(b) Provide sufficient information to enable the Contracting Officer to answer affirmatively questions 1 through 13 of Appendix DD (AFARS 5119.705), a copy of which is attached.

(c) To be acceptable, subcontracting plans must meet all of the requirements outlined in Appendix DD, Part 3, AFARS 5119.705. If discussions with offerors are necessary, those areas where the
plan is deficient will be reviewed with each offeror with the goal of correcting deficiencies.

8.6 **Tab F – Cybersecurity Maturity Model Certification (CMMC) Level**

8.6.1 Submission Requirements:

Contractors and Subcontractors are required to provide adequate security on all covered contractor information systems and complete and maintain, as current for the duration of the contract, an affirmation

by the affirming official of continuous compliance with the requirements associated with the CMMC level required for this contract. Award can only be made to an Offeror with a CMMC Level that is fully compliant with the contract requirements.

An offeror's approach to meeting the CMMC requirements will be evaluated to determine its eligibility for award. While an offeror may be considered for evaluation without having the required CMMC status at the time of proposal submission, an offeror will not be eligible for award until the CMMC requirements are met.

The Contractor shall have and maintain for the duration of this contract, order, or agreement a current CMMC status at the following CMMC level, or higher for all information systems used in performance of the contract, task order, or delivery order that process, store, or transmit FCI or CUI.

- Level 1 (Self) Certification.

Definitions and Compliance:

- FCI and CUI: Federal Contract Information (FCI) is information not intended for public release, as defined in Federal Acquisition Regulation (FAR) clause 52.240-93. Controlled Unclassified Information (CUI) requires additional safeguarding and may be subject to dissemination controls, as defined in 32 CFR Part 2002.

- Governing Clause: Offerors are directed to review DFARS 252.204-7021, “Contractor Compliance With the Cybersecurity Maturity Model Certification Level Requirements,” for complete definitions, reporting standards, and subcontract flow-down information applicable to this contract.

Affirmation and Reporting:

Contractors and subcontractors are required to provide adequate security for all covered information systems. This includes an affirmation by the affirming official of the organization, maintained as current for the duration of the contract, of continuous compliance with the requirements associated with the CMMC level specified herein.

The Supplier Performance Risk System (SPRS) is the authoritative source for CMMC assessment scoring information. To enter or access CMMC Assessment information, users must be registered in the Procurement Integrated Enterprise Environment (PIEE) at https://piee.eb.mil/ and request the “SPRS Cyber Vendor User” role.

The following deliverables are considered FCI:

- Contractor Performance Details
- Contractor and Subcontractor Employee Lists
- Meeting Agendas and Minutes
- Contract Modification Paperwork
- Financial and Billing Information
- Quality Assurance Records
- Project Schedules and Timelines
- Shipping and Receiving Information
- Requests for Information

The following deliverables are considered CUI:

- Engineering Drawings and Specifications
- Technical Reports
- Critical Infrastructure Information
- Personal Information – Identifiable, Medical & health, and Financial

Vendor Help and Training Tutorials are available at https://www.sprs.csd.disa.mil/nistsp.htm and https://dodcio.defense.gov/cmmc/Resources-Documentation/
A Training Tutorial on how to request access to SPRS via PIEE is available at https://www.sprs.csd.disa.mil/videos/Tutorials/SPRS_Access_Via_PIEE/SPRS_Access_Via_PIEE.html
For Frequently Asked Questions (FAQ) on Cyber Reports (CMMC & NIST) and CMMC – Cybersecurity Model Certification, go to https://www.sprs.csd.disa.mil/faqs.htm#nist and https://dowcio.war.gov/Portals/0/Documents/CMMC/CMMC-FAQsv3.pdf

8.6.2 Evaluation Criteria:

This information will be used to ascertain CMMC compliance.

NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)

CONTRACT INFORMATION (Contractor to complete Blocks 1-4)

1. Contractor Information

Firm Name: CAGE Code:
Address: DUNs Number:
Phone Number:
Email Address:
Point of Contact: Contact Phone Number:

2. Work Performed as: ☐ Prime Contractor ☐ Sub Contractor ☐ Joint Venture ☐ Other (Explain)
Percent of project work performed:
If subcontractor, who was the prime (Name/Phone #):

3. Contract Information

Contract Number:
Delivery/Task Order Number (if applicable):
Contract Type: ☐ Firm Fixed Price ☐ Cost Reimbursement ☐ Other (Please specify):
Contract Title:
Contract Location:

Award Date (mm/dd/yy):
Contract Completion Date (mm/dd/yy):
Actual Completion Date (mm/dd/yy):
Explain Differences:

Original Contract Price (Award Amount):
Final Contract Price (*to include all modifications, if applicable*):
Explain Differences:

4. Project Description:

Complexity of Work ☐ High ☐ Med ☐ Routine
How is this project relevant to project of submission? (*Please provide details such as similar equipment, requirements, conditions, etc.*)

CLIENT INFORMATION (Client to complete Blocks 5-8)

5. Client Information

Name:
Title:
Phone Number:
Email Address:

6. Describe the client's role in the project:

7. Date Questionnaire was completed (mm/dd/yy)**:**

8. Client's Signature:

NOTE: NAVFAC/USACE REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO USACE WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON USACE SOLICITATIONS. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.

ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE

RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the Contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the Contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the Contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that Contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the Contractor has not yet identified corrective actions. The Contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal rating is appropriate when a significant event occurred from which the Contractor had trouble overcoming and that impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the Contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred from which the contractor had trouble overcoming and that impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an Unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive nor negative.

TO BE COMPLETED BY CLIENT

PLEASE CIRCLE THE ADJECTIVE RATING THAT BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.

1. QUALITY:						
a) Quality of technical data/report preparation efforts	E	VG	S	M	U	N
b) Ability to meet quality standards specified for technical performance	E	VG	S	M	U	N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E	VG	S	M	U	N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E	VG	S	M	U	N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:						
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. *(If liquidated damages were assessed or the schedule was not met, please address below)*	E	VG	S	M	U	N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E	VG	S	M	U	N
3. CUSTOMER SATISFACTION:						
a) To what extent were the end users satisfied with the project?	E	VG	S	M	U	N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports; efforts to keep lines of communication open)	E	VG	S	M	U	N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E	VG	S	M	U	N
d) Overall customer satisfaction	E	VG	S	M	U	N
4. MANAGEMENT/ PERSONNEL/LABOR						
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	E	VG	S	M	U	N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E	VG	S	M	U	N
c) Government Property Control	E	VG	S	M	U	N
d) Knowledge/expertise demonstrated by contractor personnel	E	VG	S	M	U	N
e) Utilization of Small Business concerns	E	VG	S	M	U	N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E	VG	S	M	U	N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution, and response to Government changes	E	VG	S	M	U	N
h) Effectiveness of overall management (including ability to effectively lead, manage, and control the program)	E	VG	S	M	U	N
5. COST/FINANCIAL MANAGEMENT						
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E	VG	S	M	U	N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability, or other factors that benefited the client	E	VG	S	M	U	N

c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets, and avoidance of significant and/or unexplained variances (under runs or overruns)	E	VG	S	M	U	N
d) Is the Contractor's accounting system adequate for management and tracking of costs? *If no, please explain in Remarks section.*		Yes			No	
e) If a Government contract, has it been partially or completely terminated for default or convenience or are there any pending terminations? *Indicate if show cause or cure notices were issued, or any default action in comment section below.*		Yes			No	
f) Have there been any indications that the contractor has had any financial problems? *If yes, please explain below.*		Yes			No	
6. SAFETY/SECURITY						
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	E	VG	S	M	U	N
b) Contractor complied with all security requirements for the project and personnel security requirements.	E	VG	S	M	U	N
7. GENERAL						
a) Ability to successfully respond to emergency and/or surge situations (including notifying the COR, PM, or Contracting Officer in a timely manner regarding urgent contractual issues).	E	VG	S	M	U	N
b) Compliance with contractual terms/provisions *(explain if specific issues)*	E	VG	S	M	U	N
c) Would you hire or work with this firm again? *(If no, please explain below)*		Yes			No	
d) In summary, provide an overall rating for the work performed by this Contractor.	E	VG	S	M	U	N

Please provide responses to the questions above (*if applicable*) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments that may assist our office in evaluating performance risk *(please attach additional pages if necessary)*:

DD-100 Purpose.

The guide provides a methodology for uniform and consistent evaluation of subcontracting plans within the Army. It is designed to facilitate compliance with the mandates of 15 U.S.C. § 637(d) to increase opportunities for small and small disadvantaged businesses.

DD-101 Applicability.

In accordance with requirements of FAR 19.705-4, DFARS 219.705-4 and AFARS 5119.705-4, the contracting officer shall use this guide to review all subcontracting plans (except those for commercial items), including those submitted in response to the provisions in FAR 19.705-2(d) and (e). When the contract will require subcontracting plans, use the clauses designated by FAR 19.708(b)(1) and (2) and DFARS 219.708(b)(1)(A) in the solicitation. A copy of the completed evaluation shall be included in the contract file.

DD-102 Goals.

Contracting officers must place special emphasis on negotiating subcontracting goals that are realistic, challenging and attainable. The plan must express goals in terms of percentages of total planned subcontracting dollars and must be comparable to the dollar commitments in the small business participation plan. In accordance with FAR 19.705-4(d), the contracting officer must review enough evidence to determine that the:

1. Offeror can meet subcontracting plan goals;

2. Offeror's goals are consistent with their cost or pricing data or information other than cost or pricing data;

3. Offeror will honor the terms of subcontract agreements (i.e., timely payments of amounts owed, use of firms cited in proposal, etc.); and

4. Offeror's make or buy policy or program does not conflict with the proposed subcontracting plan and is in the Government's best interest.

5. Plan includes the contractor's commitment to adopt and comply with its requirements and goals for small business utilization.

DD-103 Evaluation Rating.

Either the contracting officer, the small business representative, or both, shall evaluate and rate the subcontracting plan as "acceptable" or "unacceptable," in the context of the particular procurement. For instance, in smaller dollar value contracts, or contracts for uniquely manufactured items, it might be impracticable or not cost effective for offerors to take the type of actions that might be appropriate in contracts for larger dollar values or commercial components. To receive an "Acceptable" rating, the contractor must satisfy all objectives in Part 2 and meet each statutory subcontracting plan requirement outlined in Part 3. Failure to receive a subcontracting plan rating of acceptable could jeopardize the offeror's selection for contract award. The contracting officer must document the decisions in the contract file.

DD-104 Modification of Guide.

Pursuant to AFARS 5101.403, only senior contracting officials may approve individual deviations to this evaluation guide. This approval authority may not be further delegated.

DD-105 Use of Preaward Surveys.

For contracts administered by the Defense Contract Management Agency, obtain information needed to assess contractor compliance with subcontracting plans in current and previous contracts by requesting a preaward survey in accordance with FAR 9.106, DFARS 209.106 and DFARS PGI 209.106.

Part 2 – Rating System

DD-201 Acceptable Plans.

Objective: The subcontracting plan meets all of the requirements outlined in Part 3. The offeror has provided details that demonstrate an acceptable approach to assisting, promoting and utilizing small businesses, small disadvantaged businesses, women-owned small businesses, historically underutilized business zone small businesses, veteran-owned small businesses, service disabled veteran-owned small businesses and, for Defense Research Programs, historically black colleges and universities and minority serving institutions. The offeror has demonstrated an ability to meet prior subcontracting plan goals and honor the terms of subcontract agreements. Offeror has outlined an approach utilizing mentor protégé firms, joint venture teams, or other partners. The subcontracting goals are realistic, challenging, and attainable. Clarifications and minor rework of the submission may be required to correct slight omissions that do not prejudice other offers.

DD-202 Unacceptable Plans.

Objective: The subcontracting plan fails to meet a requirement outlined in Part 3. The offeror has not provided an acceptable approach to assisting, promoting, and utilizing small businesses. The offeror has a history of failing to honor subcontract agreements. The offeror did not discuss the establishment of mentor protégé relationships, teaming, or joint venture agreements with other firms. Ensure the proposed subcontracting goals are attainable in light of the contractor's past performance in meeting subcontracting goals. Proposed subcontracting goals reflect less than a good faith effort. Substantial rework of the document is required to correct omissions and establish realistic, challenging, and attainable goals. Failure to receive a rating of acceptable may jeopardize offeror's eligibility for contract award. See FAR 19.702(a)(1).

Part 3 – Subcontracting Plan Requirements

DD-301 Requirements.

If any of the following are answered "NO", the plan is not acceptable, and the offeror must revise it before contract award. Does the plan:

1. Contain a policy statement or evidence of internal guidance to company buyers that commits to complying with the Small Business Act (Public Law 99-661, Section 1207 and Public Law 100-180)?

2. Identify separate percentage goals for utilizing small businesses (including Alaska Native Corporations (ANCs) and Indian tribes), veteran-owned small businesses (VOSB), service-disabled veteran-owned small businesses (SDVOSB), historically underutilized business zone small businesses (HUBZone), small disadvantaged businesses (SDB), women-owned small businesses (WOSB), and, for Defense Research Programs, historically black colleges and universities and minority serving institutions where applicable? Negotiated subcontracting goals must correlate with percentages of small business utilization identified in the contractor's small business participation plan, see FAR 15.304 and DFARS 215-304, and/or minimum targets identified in the solicitation or contract modification. FAR 19.704(a)(1).

3. Project the total dollars planned to be subcontracted and a separate statement of the total dollars planned to be subcontracted to small business (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB, and WOSB concerns? FAR 19.704(a)(2).

4. Describe the principal types of supplies and services to be subcontracted and identify the types planned for subcontracting to small business (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB and WOSB concerns?

5. Describe the method to be used to develop the subcontracting goals? FAR 19.704(a)(4)

6. Describe the method for identifying potential sources for solicitation purposes? FAR 19.704(a)(5)

7. State if the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with small business, VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns? FAR 19.704(a)(6)

8. Identify the name of the employee who will administer the offeror's subcontracting program and describe that person's duties? FAR 19.704(a)(7)

9. Provide an approach for ensuring that small businesses, VOSB, SDVOSB, HUBZone, SDB, (including ANCs and Indian tribes) and WOSB concerns will have an equitable opportunity to compete for subcontracts?

10. Require the offeror to include the clause at FAR 52.219-8, Utilization of Small Business Concerns in all subcontracts that offer further subcontracting opportunities and require all subcontractors (except small business concerns) that receive subcontracts over $650,000 ($1,500,000 for construction) to adopt a plan that complies with the requirements of the clause at FAR 52.219-9 Alt II, Small Business Subcontracting Plan?

11. Provide assurances that the offeror will:

    a. Cooperate in required studies or surveys;

    b. Submit periodic reports so that the Government can determine the extent of offeror's compliance with the subcontracting plan;

    c. Submit semi-annual Individual Subcontract Reports (ISRs) and/or Summary Subcontract Reports (SSR) in the Electronic Subcontracting Reporting System (eSRS) (http://www.esrs.gov) in accordance with FAR 52.219-9 Alt II or provide other ancillary reports as requested by the contracting officer or Army Small Business Office;

    d. Ensure that its subcontractors with subcontracting plans agree to submit the ISRs and/or SSRs

using the eSRS;

e. Provide its prime contract number and its DUNS number and the e-mail address of the Government or contractor employee responsible for acknowledging or rejecting the reports, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their reports; and

f. Require each subcontractor with a subcontracting plan to provide the prime contract number and its own DUNS number, and the e-mail address of the Government or contractor official responsible for acknowledging or rejecting the reports, to its subcontractors with subcontracting plans? FAR 19.704(10)

12. Describe the types of records that the contractor will maintain concerning procedures adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, VOSB, SDVOSB, HUBZone, SDB, and WOSB concerns and to award subcontracts to them? FAR 19.704(11)

13. Does plan, pursuant to FAR 19.704(11)(c), provide a separate goal for the basic contract and, if applicable, each option?

SMALL BUSINESS SUBCONTRACTING PLAN (SAMPLE)

Revised January 2017

Federal Acquisition Regulation (FAR), paragraph 19.708(b)(1)) prescribes the use of the clause at FAR 52.219-9 entitled "Small Business Subcontracting Plan." The following is a suggested model for use when formulating such subcontracting plan. While this model plan has been designed to be consistent with FAR 52.219-9, other formats of a subcontracting plan may be acceptable. However, failure to include the essential information as exemplified in this model may be cause for either a delay in acceptance or the rejection of a bid or offer where the clause is applicable. Further, the use of this model is not intended to waive other requirements that may be applicable under FAR 52.219-9. "SUBCONTRACT," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a federal government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

I. IDENTIFICATION DATA:

Company Name: _____

Address: _____

Date Prepared: _____ Solicitation Number: _____

Description: _____

Estimated Contract Dollar Value: _____

II. TYPE OF PLAN (circle one)

A. Individual Plan (All elements developed specifically for this contract and applicable for the full term of this contract, including any option periods.)

B. Master Plan (Goals developed for this contract; all other elements standard; must be renewed every three years)

C. Commercial Plan Commercial products/service plan, including goals, covers the offeror's fiscal year and applies to the entire production of commercial items or delivery of services sold by either the entire company or a portion thereof (e.g., division, plant, or product line); this includes planned subcontracting for both commercial and Government business. In accordance with FAR 19.704(d), "A commercial plan (as defined in FAR 19.701) is the preferred type of subcontracting plan for contractors furnishing commercial items."(Contractor sells large quantities of off-the-shelf commodities to many Government agencies. Plans/goals negotiated by a lead agency on a company-wide basis rather than for individual contracts. Plan effective only during the year for which it is approved. The contractor must provide a copy of the lead agency approval.)

III. GOALS:

(For information purposes only: FAR 19.704(a)(1) requires separate percentage goals for using Small Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, HUBZone Small Business, Small Disadvantaged Business, and Women-Owned Small Business concerns as subcontractors; and a statement of the total dollars planned to be subcontracted to Small Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, HUBZone Small Business, Small Disadvantaged Business, and Women-Owned Small Business concerns. NOTE: The dollar amounts planned for subcontracting must be expressed as percentages of total subcontracting dollars as shown below.)

State separate dollar and percentage goals, expressed in terms of percentages of total subcontracting dollars, for the use of Large Business, Small Business, Veteran-Owned Small Business, Service Disabled Veteran-Owned Small Business, HUBZone Small Business, Small Disadvantaged Business, Woman-Owned Small Business, and Historically Black Colleges and Universities/Minority Institutions concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs in the following format. (For a contract with options,
provide a separate statement for the basic contract and individual statements for each option year.)

A. **BASE BID ONLY:** The following percentage goals (expressed in terms of a percentage of total planned subcontracting dollars) and dollar amounts are applicable to the contract cited above or to the contract awarded under the solicitation cited. Total Base Bid is $_____.

(i) Total estimated dollar value of all planned subcontracting for an individual contract plan; or the offerors total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan; i.e., the sum of a and b above: $ (100 Percent) $_____ and _____ %

(ii) Total estimated dollar value and percent of planned subcontracting with Small Business (including Veteran-Owned Small Business, Service Disabled Veteran-Owned Small Business, HUBZone Small Business, Small Disadvantaged Business, Woman-Owned Small Business, and Historically Black Colleges and Universities/Minority Institutions concerns): (% of "(i)") $_____ and _____%

(iii) Total estimated dollar value and percent of planned subcontracting with large businesses (all business concerns classified as "other than small"): (% of "(i)") $_____ and _____ %

(iv) Total estimated dollar value and percent of planned subcontracting with Small Disadvantaged Business concerns (SDB): $_____ and _____ % of total planned subcontracting dollars under this contract will be awarded to subcontractors who are small concerns owned and controlled by socially and economically disadvantaged individuals and appear on the Small Business Administration's list. (% of "(i)")

(v) Total estimated dollar value and percent of planned subcontracting with Women-Owned Small Business concerns (WOSB): $_____ and _____ % of total planned subcontracting dollars under this contract will be awarded to subcontractors who are WOSB. (% of "(i)")

(vi) Total estimated dollar value and percent of planned subcontracting with Veteran-Owned Small Business concerns (VOSB): $_____ and _____ % of total

planned subcontracting dollars under this contract will be awarded to subcontractors who are VOSB. (% of "(i)")

(vii) Total estimated dollar value and percent of planned subcontracting with Service-Disabled Veteran-Owned Small Business concerns (SDVOSB): $_____ and _____ %
of total planned subcontracting dollars under this contract will be awarded to subcontractors who are SDVOSB. (% of "(i)")

(viii) Total estimated dollar value and percent of planned subcontracting with Historically Black Colleges and Universities/Minority Institutions (HBCU/MI): $_____ and _____ %
of total planned subcontracting dollars under this contract will go to HBCU's who are an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986; or MI's who are an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)). (% of "(i)")

(ix) Total estimated dollar value and percent of planned subcontracting with HUBZone Small Business concerns: $_____ and _____ % of total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns located in a historically underutilized business zone which is an area located within one or more qualified census tracts, qualified non-metropolitan counties, or lands within the external boundaries of an Indian reservation and appear on the Small Business Administration's HUBZONE web site at www.sba.gov/HUBZONE. (% of "(i)")

The following principal products and/or services will be subcontracted under the Base Bid of this contract, and the distribution among Large Business, Small Business, Veteran-Owned Small Business, Service Disabled Veteran-Owned Small Business, HUBZone Small Business, Small Disadvantaged Business, Woman-Owned Small Business, and Historically Black Colleges and Universities/Minority Institutions is as follows: **(Check all that apply)**

Subcontractor Name	**Product or Service/ Description**	**Large Business**	**Small Business**	**VOSB**	**SDVOSB**	**HSB**	**SDB**	**WOSB**	**HBCU /MI**

(ATTACHMENT MAY BE USED IF ADDITIONAL SPACE IS REQUIRED)

B. **OPTIONS:** You must include a separate goal for each option. See the attached Continuation Sheet for Paragraph A for each option.

C. The following method was used in developing subcontract goals (i.e., Statement explaining how the product and service areas to be subcontracted were established, how the areas to be subcontracted to Small Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, HUBZone Small Business, Small Disadvantaged Business, and Women-Owned Small Business concerns were determined, and how Small Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, HUBZone Small Business, Small Disadvantaged Business, and Women-Owned Small Business concerns' capabilities were determined, to include identification of source lists utilized in making those determinations. Also a statement as to what efforts will be taken to improve on past goals and how SB and SDB firms will be included in areas without previous SB/SDB involvement).

_____
_____
_____
_____
_____

D. A description of the method used to identify potential **SOURCES** for solicitation purposes (e.g., whether you used existing company source lists, the System for Award Management (SAM)) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, disadvantaged, and women-owned small business trade associations. A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned, service-disabled veteran-owned, HUBZone small, small disadvantaged and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities e.g., outreach, assistance, counseling, and publicizing subcontracting opportunities) in this clause.

_____
_____
_____
_____
_____

E. Indirect and overhead costs (check one): ____ HAVE ____ HAVE NOT been included in the goals specified in Paragraph A and Paragraph B.

F. If "HAVE" was selected in Paragraph E, explain the method used in determining the proportionate share of indirect and overhead cost to be allocated as subcontracts to Small Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, HUBZone Small Business, Small Disadvantaged Business, and Women-Owned Small Business concerns. (NOTE: Commercial Plans Must Include Indirect Costs).

IV. PROGRAM ADMINISTRATOR:

(For information purposes only: FAR 19.704(a)(7) requires information about the company employee who will administer the subcontracting program. Please provide the name, title, address, telephone number, fax machine number, email address, position within the corporate structure, and the duties of that employee.)

Name: _____

Title: _____

Position: _____

Address: _____

_____

Telephone _____

Fax No: _____

Email _____

This individual's specific duties, as they relate to the firm's subcontracting program, are as follows: General overall responsibility for this company's Small Business Program, the development, preparation and execution of individual subcontracting plans and for monitoring performance relative to contractual subcontracting requirements contained in this plan, including but not limited to:

A. Developing and maintaining offerors/bidders lists of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns from all possible sources. Our firm may rely on the information contained in the SBA Small Business Source System, as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a Small Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, HUBZone Small Business, Small Disadvantaged Business, and Women-Owned Small Business source list. The Small Business Administration's (SBA's) list of Small Disadvantaged Businesses and small HUBZone businesses can be accessed through www.sam.gov. Select "Dynamic Small Business Search" to access the SBA small business source system.

B. Ensuring that procurement packages are structured to permit Small Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, HUBZone Small Business, Small Disadvantaged Business, and Women-Owned Small Business concerns to participate to the maximum extent possible.

C. Assuring inclusion of Small Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, HUBZone Small Business, Small Disadvantaged Business, and Women-Owned Small Business concerns in all solicitations for products or services that they are capable of providing.

D. Reviewing solicitations to remove statements, clauses, etc., which may tend to restrict or prohibit Small Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, HUBZone Small Business, Small Disadvantaged Business, and Women-Owned Small Business participation, including recommendations to set aside competitions for SDB's

E. Ensuring periodic rotation of potential subcontractors on bidders' lists.

F. Ensuring that the bid proposal review board documents its reasons for not selecting low bids submitted by Small Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, HUBZone Small Business, Small Disadvantaged Business, and Women-Owned Small Business concerns.

G. Ensuring the establishment and maintenance of records of solicitations and subcontract award activity.

H. Attending or arranging for attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.

I. Conducting or arranging for conduct of motivational training for purchasing personnel pursuant to the intent of Public Laws 95-507, 99-661, and 100-180.

J. Monitoring attainment of proposed goals.

K. Preparing and submitting timely, required subcontract reports

L. Coordinating contractor's activities during the conduct of compliance reviews by Federal agencies.

M. Coordinating the conduct of contractor's activities involving its Small Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, HUBZone Small Business, Small Disadvantaged Business, and Women-Owned Small Business subcontracting program.

N. Ensuring Individual Subcontract Reports (ISRs) and Summary Subcontract Reports (SSRs) are submitted using eSRS (http://www.esrs.gov), following the instructions in the eSRS.

O. Notifying the Contracting Officer or his representative in writing of any substitutions of firms that are not Small Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, HUBZone Small Business, Small Disadvantaged Business, and Women-Owned Small Business for the firms listed in the subcontracting plan.

P. Additions to (or deletions from) the duties specified above are as follows:

_____
_____
_____
_____
_____
_____

V. EQUITABLE OPPORTUNITY:

(For information purposes only: FAR 19-704(8) requires a description of the efforts the contractor will make to ensure that Small Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, HUBZone Small Business, Small Disadvantaged Business, and Women-Owned Small Business concerns will have an equitable opportunity to compete for subcontracts.)

The following efforts will be taken to assure that Small Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, HUBZone Small Business, Small Disadvantaged Business, and Women-Owned Small Business concerns will have an equitable opportunity to compete for subcontracts, including items not traditionally awarded to SB or SDB firms:

A. Outreach efforts will be made by:

(i) Contacts with minority and small business trade associations such as veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce.

(ii) Contacts with business development organizations.

(iii) Attendance at small and minority business procurement conferences and trade fairs.

(iv) Sources will be requested from Small Business Administration's small business source system.

(v) Reviews to determine the competence, ability, experience and capacity available from SB and SDB firms and providing technical assistance to same.

(vi) Evaluations of our SB, SDB, WOSB, VOSB, SDVOSB and HUBZone award performance and program effectiveness against goals established company-wide.

B. The following internal efforts will be made to guide and encourage buyers:

(i) Workshops, seminars and training programs will be conducted.

(ii) Activities will be monitored to evaluate compliance with this subcontracting plan, evaluating SB, SDB, WOSB, VOSB, SDVOSB and HUBZone award performance and program effectiveness.

(iii) Small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concern source lists, guides and other data identifying small, small disadvantaged and women-owned small business concerns will be maintained and utilized by buyers in soliciting subcontracts.

(iv) Additions to (or deletion from) the above listed efforts are as follows:

_____

_____

_____

_____

_____

VI. FLOW DOWN CLAUSE:

(For information purposes only: FAR 19-704(a)(9) requires that your company include FAR 52.219-8, "Utilization of Small Business Concerns," in all subcontracts that offer further subcontracting opportunities. Your company must require all subcontractors, except small business concerns, that receive subcontracts in excess of $700,000 ($1,500,000 for construction) to adopt a plan that complies with the requirements of FAR 52.219-9, "Small Business Subcontracting Plan.")

The offeror (contractor) agrees that the clause entitled "Utilization of Small Business Concerns" at FAR 52.219-8 will be included in all subcontracts that offer further subcontracting opportunities, and all subcontractors (except small business concerns) who receive subcontracts in excess of $700,000 ($1,500,000 for construction) will be required to adopt a subcontracting plan that complies with FAR 52.219-9. Such plans will be reviewed by comparing them with the provisions of Public Law 95-507, and assuring that all minimum requirements of an acceptable subcontracting plan have been satisfied. The acceptability of percentage goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential Small Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, HUBZone Small Business, Small Disadvantaged Business, and Women-Owned Small Business subcontractors, and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports, and/or, as time and availability of funds permit, periodic visits to subcontractors facilities to review applicable records and subcontracting program progress.

VII. REPORTING AND COOPERATION:

(For information purposes only: FAR 19-704(a)(10) requires your company (i) cooperate in any studies or surveys as may be required, (ii) submit periodic reports which show compliance with the subcontracting plan; (iii) submit the Individual Subcontract Report (ISR), and the Summary Subcontract Report (SSR) using the Electronic Subcontracting Reporting System (eSRS);, (iv) ensure that subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS, (v) provide the prime contract number, DUNS number, and the e-mail address of the offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs, and (vi) require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.)

The offeror/contractor agrees to submit such periodic reports and cooperate in any studies or surveys as may be required by the contracting agency or the Small Business Administration in order to determine the extent of compliance by the offeror/contractor with the subcontracting plan and with the clause entitled "Utilization of Small Business Concerns," contained in the contract. The above reports will include submission of its Individual Subcontracting Report (ISR) and Summary Subcontract Report (SSR)

The offeror/contractor further agrees to ensure that its subcontractors agree to submission of ISRs and SSRs.

ISRs and SSRs shall be submitted via the Electronic Subcontracting Reporting System (eSRS) website www.esrs.gov

Reporting Period	Report Due	Due Date
Oct 1 - Mar 31	ISR/SF294	4/30

Apr 1 - Sept 30	ISR/SF294	10/30
Oct 1 – Mar 31	SSR/SF295	4/30 (for contracts with the DOD)
Apr 1 – Sept 30	SSR/SF295	10/30 (for contracts with DOD)
Oct 1 - Sept 30	SSR/SF295	10/30 (for civilian agencies)
Contract Completion	SSR/SF295	30 days after close of contractor's fiscal year (Commercial Plan)

VIII. RECORDKEEPING:

(For information purpose only: FAR 19-704(a)(11) requires a list of the types of records your company will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan.)

The offeror/contractor agrees that he will maintain at least the following types of records to document compliance with this subcontracting plan:

A. Small Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, HUBZone Small Business, Small Disadvantaged Business, and Women-Owned Small Business concern source lists, guides and other data identifying SB/SDB concerns.

B. Organizations contacted for Small Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, HUBZone Small Business, Small Disadvantaged Business, and Women-Owned Small Business sources.

C. On a contract-by-contract basis, records on all subcontract solicitations over $150,000, indicating on each solicitation (i) whether small business concerns were solicited, and if not, why not; (ii) whether Veteran-Owned Small Business concerns were solicited, and if not, why not; (iii) whether Service-Disabled Veteran-Owned Small Business concerns were solicited, and if not, why not; (iv) whether HUBZone Small Business concerns were solicited, and if not, why not; (v) whether Small Disadvantaged business concerns were solicited, and if not, why not; (vi) whether Women-Owned Small Business concerns were solicited, and if not, why not; and (vii) reasons for the failure of solicited Small Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, HUBZone Small Business, Small Disadvantaged Business, and Women-Owned Small Business concerns to receive the subcontract award.

D. Records to support other outreach efforts: Contacts with veteran service organizations, Minority and Small Business Trade Associations, etc., and attendance at small and minority business procurement conferences and trade fairs.

E. Records to support internal activities to guide and encourage buyers: Workshops, seminars, training programs, etc., monitoring activities to evaluate compliance.

F. On a contract-by-contract basis, records to support subcontract award data to include name and address and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

G. Records to be maintained in addition to the above are as follows:

_____
_____
_____
_____
_____

IX. ASSURANCES

(For information purpose only: FAR 19.704(a)(12-15) requires assurances from your company)

A. Assurances that the offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that the offeror used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. An offeror used a small business concern in preparing the bid or proposal if--

(i) The offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the contract; or

(ii) The offeror used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the offeror is awarded the contract;

B. Assurances that the contractor will provide the contracting officer with a written explanation if the contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (a)(12) of this section. This written explanation will be submitted to the contracting officer within 30 days of contract completion; and

C. Assurances that the contractor will not prohibit a subcontractor from discussing with the contracting officer any material matter pertaining to payment to or utilization of a subcontractor.

D. Assurances that the offeror will pay its small business subcontractors on time and in accordance with the terms and conditions of the subcontract, and notify the contracting officer if the offeror pays a reduced or an untimely payment to a small business subcontractor (see 52.242-5).

X. SIGNATURES REQUIRED:

This subcontracting plan was SUBMITTED by:

Signature: _____ Date: _____

Typed Name and Title: _____

Phone Number: _____

Contracting Officer Approval: _____ Date: _____

Section 00 22 12

CONTINUATION OF PARAGRAPH A
(SUBMIT ADDITIONAL OPTION PAGES FOR EACH OPTION)

NAME OF OPTION: _____

	Dollars	**Percentage**
1. Total option contract price	_____	
2. Total to be subcontracted (to all types of businesses)	_____	_____
a. To Large Business	_____	_____
b. To Small Business	_____	_____
i. To Veteran-Owned Small Business	_____	_____
ii. To Service-Disabled Veteran-Owned Small Business	_____	_____
iii. To HUBZone Small Business	_____	_____
iv. To Small Disadvantaged Business	_____	_____
v. To Women-Owned Small Business	_____	_____

The following principal products and/or services will be subcontracted under Option 1 of this contract, and the distribution among LB, SB, SDB, WOSB, VOSB, SDVOSB, HBCU/MI, and HUBZone SB is as follows: **(Check all that apply)**

Subcontractor Name	**Product or Service/ Description**	**Large Business**	**Small Business**	**VOSB**	**SDVOSB**	**HSB**	**SDB**	**WOSB**	**HBCU /MI**

Section 00 45 00 - Representations and Certifications

REPRESENTATIONS & CERTIFICATIONS

COMPANY NAME AND ADDRESS: _____

_____

_____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

BUSINESS SIZE (select one)

Large Business _____ Small Business_____ HUBZone Business_____ 8A _____

Woman-Owned ____ Service-Disabled Veteran-Owned ____

Contractor is registered with SAM: _____ YES _____ NO (See FAR 52.204-7)

TAX ID # _____

INDICATE Unique Entity Identifier _____ (Note: See Unique Entity Identifier (FAR 52.204-7). (This is 9-digit numeric code)

CAGE NO. _____

*** END OF NARRATIVE ***

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	2024-09		
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality	2017-01		

Agreements or Statements-Representation.

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	2022-09		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	2016-10		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	2022-05		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	2023-06		

FAR Provisions Incorporated by Full Text

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

Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that-

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

(i) Those prices;

(ii) The intention to submit an offer; or

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

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

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

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

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

(2)

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

the title of his or her position in the offeror's organization];

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

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

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

(End of provision)

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

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

(a)

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

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

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

(B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of

records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

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

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

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

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

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

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

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

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

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

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

(End of provision)

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

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

(a) Definitions. As used in this provision-

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (Deviation 2026-O0038)	2026-02

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

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

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

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

(b) The Offeror represents that-

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have

lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

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

(End of provision)

52.209-13	Violation of Arms Control Treaties or Agreements-Certification. (Deviation 2026-O0038)	2026-02

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

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

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

[ ] (1) The Offeror certifies that-

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

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

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

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

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

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

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

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

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

(d) Do not submit an offer unless-

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

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

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

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

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

(End of provision)

DFARS Provisions Incorporated by Full Text

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

Section 00 70 00 - Conditions of the Contract

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.219-9	Small Business Subcontracting Plan. (Deviation 2026-O0038) (Alternate II)	2026-02	Alternate II	2026-02
52.222-3	Convict Labor. (Deviation 2026-O0038)	2026-02		
52.228-11	Pledges of Assets (DEVIATION 2020-O0016)	2021-02	Deviation 2020-O0016	2020-04
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	2026-02		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02		
52.240-93	Basic Safeguarding of Covered Contractor Information Systems. (Deviation 2026-O0038)	2026-02		
52.248-3	Value Engineering-Construction. (Alternate I)	2025-10	Alternate I	1984-04

DFARS Clauses Incorporated by Reference

Number	Title	Effective	Alternate	Variation

		Date	Deviation	Effective Date
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)	2024-05	Deviation 2024-O0013	2024-05

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.217-7	Option for Increased Quantity-Separately Priced Line Item.	1989-03		

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

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within the time designated on the Price Breakout Schedule[insert in the clause the period of time in which the Contracting Officer has to exercise the option]. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

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

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

(a) Definitions. As used in this clause-

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

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

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

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

(3) Additional bond protection.

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

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

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

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury

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

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

(End of clause)

Section 00 72 00 - General Conditions

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.202-1	Definitions.	2020-06		
52.203-3	Gratuities.	1984-04		
52.203-6	Restrictions on Subcontractor Sales to the Government.	2020-06		
52.203-7	Anti-Kickback Procedures.	2020-06		
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	2014-05		
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	2014-05		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	2020-06		
52.203-13	Contractor Code of Business Ethics and Conduct.	2021-11		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-9	Personal Identity Verification of Contractor Personnel.	2011-01		
52.204-10	Reporting Executive Compensation and First-Tier	2026-02		

	Subcontract Awards. (Deviation 2026-O0038)	
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02
52.204-19	Incorporation by Reference of Representations and Certifications.	2014-12
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	2026-02
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038)	2026-02
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02
52.210-1	Market Research. (Deviation 2026-O0038)	2026-02
52.211-13	Time Extensions.	2000-09
52.215-2	Audit and Records-Negotiation. (Deviation 2026-O0038)	2026-02
52.215-19	Notification of Ownership Changes. (Deviation 2026-O0038)	2026-02

52.219-8	Utilization of Small Business Concerns. (Deviation 2026-O0038)	2026-02
52.219-16	Liquidated Damages-Subcontracting Plan. (Deviation 2026-O0038)	2026-02
52.222-4	Contract Work Hours and Safety Standards-Overtime Compensation. (Deviation 2026-O0038)	2026-02
52.222-6	Construction Wage Rate Requirements. (Deviation 2026-O0038)	2026-02
52.222-8	Payrolls and Basic Records. (Deviation 2026-O0038)	2026-02
52.222-9	Apprentices and Trainees. (Deviation 2026-O0038)	2026-02
52.222-11	Subcontracts (Labor Standards). (Deviation 2026-O0038)	2026-02
52.222-12	Contract Termination-Debarment.	2014-05
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations.	2014-05
52.222-14	Disputes Concerning Labor Standards. (Deviation 2026-O0038)	2026-02
52.222-15	Certification of Eligibility.	2014-05
52.222-30	Construction Wage Rate Requirements-Price Adjustment	2018-08

	(None or Separately Specified Method).	
52.222-35	Equal Opportunity for Veterans. (Deviation 2026-O0038)	2026-02
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	2026-02
52.222-37	Employment Reports on Veterans. (Deviation 2026-O0038)	2026-02
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038)	2026-02
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02
52.222-54	Employment Eligibility Verification. (Deviation 2026-O0038)	2026-02
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026. (Deviation 2026-O0038)	2026-02
52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038)	2026-02
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	2026-04
52.226-7	Drug-Free Workplace.	2024-05

52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05
52.227-1	Authorization and Consent.	2020-06
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	2020-06
52.227-4	Patent Indemnity-Construction Contracts.	2007-12
52.228-2	Additional Bond Security.	1997-10
52.228-3	Workers' Compensation Insurance (Defense Base Act).	2014-07
52.228-5	Insurance-Work on a Government Installation.	1997-01
52.228-14	Irrevocable Letter of Credit.	2014-11
52.229-3	Federal, State, and Local Taxes.	2013-02
52.232-17	Interest.	2014-05
52.232-23	Assignment of Claims.	2014-05
52.232-27	Prompt Payment for Construction Contracts.	2017-01
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10
52.232-39	Unenforceability of Unauthorized Obligations.	2013-06
52.232-40	Providing Accelerated Payments	2023-03

	to Small Business Subcontractors.	
52.233-1	Disputes. (Deviation 2026-O0038)	2026-02
52.233-3	Protest after Award. (Deviation 2026-O0038)	2026-02
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02
52.236-2	Differing Site Conditions. (Deviation 2026-O0038)	2026-02
52.236-3	Site Investigation and Conditions Affecting the Work. (Deviation 2026-O0038)	2026-02
52.236-5	Material and Workmanship. (Deviation 2026-O0038)	2026-02
52.236-6	Superintendence by the Contractor. (Deviation 2026-O0038)	2026-02
52.236-7	Permits and Responsibilities. (Deviation 2026-O0038)	2026-02
52.236-8	Other Contracts. (Deviation 2026-O0038)	2026-02
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (Deviation 2026-O0038)	2026-02
52.236-10	Operations and Storage Areas. (Deviation 2026-O0038)	2026-02

52.236-11	Use and Possession Prior to Completion. (Deviation 2026-O0038)	2026-02
52.236-12	Cleaning Up. (Deviation 2026-O0038)	2026-02
52.236-13	Accident Prevention. (Deviation 2026-O0038)	2026-02
52.236-14	Availability and Use of Utility Services. (Deviation 2026-O0038)	2026-02
52.236-15	Schedules for Construction Contracts. (Deviation 2026-O0038)	2026-02
52.236-17	Layout of Work. (Deviation 2026-O0038)	2026-02
52.236-21	Specifications and Drawings for Construction. (Deviation 2026-O0038)	2026-02
52.236-25	Requirements for Registration of Designers.	2003-06
52.242-5	Payments to Small Business Subcontractors.	2017-01
52.242-13	Bankruptcy.	1995-07
52.242-14	Suspension of Work.	1984-04
52.243-4	Changes. (Deviation 2026-O0038)	2026-02
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-04

52.246-12	Inspection of Construction.	1996-08
52.246-21	Warranty of Construction.	1994-03
52.246-26	Reporting Nonconforming Items.	2024-08
52.249-10	Default (Fixed-Price Construction).	1984-04
52.253-1	Computer Generated Forms. (Deviation 2026-O0038)	2026-02

DFARS Clauses Incorporated by Reference

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

	Personnel Work Product.	
252.204-7004	Antiterrorism Awareness Training for Contractors.	2023-01
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	2019-05
252.222-7002	Compliance with Local Labor Laws (Overseas).	1997-06
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements.	2023-01
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	2014-09
252.223-7008	Prohibition of Hexavalent Chromium.	2023-01
252.225-7048	Export-Controlled Items.	2013-06
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	2024-05
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01
252.225-7060	Prohibition on Certain	2023-06

	Procurements from the Xinjiang Uyghur Autonomous Region.	
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12
252.232-7004	DoD Progress Payment Rates.	2014-10
252.232-7010	Levies on Contract Payments.	2006-12
252.232-7011	Payments in Support of Emergencies and Contingency Operations.	2013-05
252.236-7000	Modification Proposals--Price Breakdown.	1991-12
252.236-7005	Airfield Safety Precautions.	1991-12
252.243-7001	Pricing of Contract Modifications.	1991-12
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations.	2010-10
252.247-7023	Transportation of Supplies by Sea.	2024-10

FAR Clauses Incorporated by Full Text

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

Liquidated Damages-Construction (Sept 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of $6,485.00 for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

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

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

(a) Definitions. As used in this clause-

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

Small business concern-

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

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

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

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

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

(3) For long-term contracts-

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The

Contractor represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __ .]

(5) Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program. The Contractor represents that it [ ] is, [ ] is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

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

(End of clause)

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

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

(a) Definitions. As used in this clause-

Caribbean Basin country construction material means a construction material that-

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

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

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

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

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

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

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

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

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

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

Cost of components means-

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

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

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

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

Designated country means any of the following countries:

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

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

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

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

Designated country construction material means a construction material that is a WTO GPA

country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means-

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

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

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

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

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

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

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

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

Foreign iron and steel means iron or steel products not produced in the United States.

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

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

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

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

Least developed country construction material means a construction material that-

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

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

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

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

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

WTO GPA country construction material means a construction material that-

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

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

different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

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

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

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

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

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

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

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

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

(2) [Reserved]

(3) [Reserved]

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

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

(2) [Reserved]

(3) [Reserved]

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

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

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

(1)

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

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

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

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

[Include other applicable supporting information.]

(End of clause)

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

Payments under Fixed-Price Construction Contracts (May 2014)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

____ (Name)

____ (Title)

____ (Date)

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

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

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

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

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

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

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

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

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

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in

paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

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

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

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

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

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

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

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

(End of clause)

Reference.

Clauses Incorporated By Reference (Feb 1998)

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

The full text of FAR clauses and provisions can be found at https://www.acquisition.gov/ The full text of DFARS clauses and provisions can be found at https://www.acq.osd.mil/dpap /dars /dfarspgi/current/index.html RFO and Deviations can be found at https://www.acquisition.gov /faroverhaul/ far-part-deviationguide

(End of clause)

52.252-4	Alterations in Contract.	1984-04

Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

____ ____ ____

(End of clause)

52.252-6	Authorized Deviations in Clauses.	2020-11

Authorized Deviations in Clauses (Nov 2020)

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

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

(End of clause)

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7021	Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirements.	2025-11		

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 1 (self) Contracting Officer insert: CMMC Level 1 (Self); CMMC Level 2 (Self); CMMC Level 2 (C3PAO); or CMMC Level 3 (DIBCAC) 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)

252.236-7001	Contract Drawings and Specifications.	2000-08

CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall-

(1) Check all drawings furnished immediately upon receipt;

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

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

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

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

(c) In general--

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

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

(d) Omissions from the drawings or specifications or the misdescription of details of work that

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

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

Title	File	Drawing No.
____	____	G-002.1
____	____	____
____	____	____
____	____	____
____	____	____

(End of clause)

Section 00 73 00 - Supplementary Conditions

Commencement, Prosecution, and Completion of Work (Apr 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 1507 Calendar Days, after receiving notice to proceed. * The time stated for completion shall include final cleanup of the premises. * The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

Physical Data (Apr 1984)

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

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by Auger Borings, Rock Cores, Surveys, Test Pits, and Test Tunnel.

(b) Weather conditions: The Contractor shall make his own investigations as to weather conditions at the site. Data may be obtained from various National Weather Service offices located generally at airports of principal cities, the nearest to this project being Cleveland, OH.

(c) Transportation facilities: Roads and railroads in the general area are provided in site drawings. Access ways shall be investigated by the Contractor to satisfy himself as to their existence and allowable use.

(d) Hydrographs are not included in drawings. Historical data for all areas may be obtained from: U. S. Department of Commerce

National Climatic Center

Federal Building

Asheville, N. C. 28801

Site Visit (Construction) (Feb 1995)

An organized site visit has been scheduled for 02 JULY 2026 at 10:00 AM EST

POC- John Hearn, Email: John.P.Hearn@usace.army.mil, Ph: 937-510-8228

A pre-proposal conference will be conducted on 2 July 2026 at 10:00am EST for the purpose of briefing on the proposal requirements and answering questions regarding this solicitation. This site visit will be held at Bldg. 102 Hanger. All attendees will be escorted from front gate, after Security clearance procedures have been completed. Interested Contractors are highly encouraged to attend the site visit.

Due to security conditions, all offerors MUST register to attend this conference and site visit. Submit the following information for all attendees, submit the below information to: john.p. hearn@usace.army.mil

Visitor's Name (first, middle, last)

Social Security No.

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

Date of Birth

Citizenship

This information must be provided in advance, no later than Noon EST, 25 June 2026, in order to ensure access to the military base and site visit. No additional attendees will be registered after this date or time. A Confirmation email will be sent out 26 June 2026, to confirm each registration. Even if you have access to the base you must register. The furnishing of the above information is voluntary; however, your failure to furnish all or part of the requested information may result in the Government's denial of your access to the pre-proposal site visit. This information will be provided to the Base Security Forces who will authorize your entrance to the site.

Attendees cleared for base access will be placed on an Entry Access List (EAL). You will be required to present one the following information upon arrival: (1) Valid Driver's License, (2) Valid State ID, or (3) Other official US Government ID (e.g. retired military ID). Any of the above information furnished by you is protected under the Privacy Act and shall not be released unless permitted by law and/or you have consented to such.

-Attendees shall arrive at base no later than fifteen (15) minutes prior to start of pre-proposal site visit.

-Attendees will proceed to front gate, where they will check in with base Security Forces.

-Security Forces will instruct attendees where they will wait to be escorted back to pre-proposal site visit.

-Once checked in with front gate and instructed where to wait for escort, attendees shall not leave the waiting area.

No inquiries will be allowed during the site visit. All inquiries must be submitted via the Projnet Bidder Inquiry site. A Bidder Key is provided with solicitation information.

"General Decision Number: OH20260099 05/18/2026

State: Ohio

Construction Types: Building

Counties: Ohio Counties of

Richland

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

ASBE0008-010 03/01/2025

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR	$ 35.23	23.04

BROH0040-002 06/01/2024

	Rates	Fringes
BRICKLAYER	$ 35.67	24.75

BROH0040-006 06/01/2023

	Rates	Fringes
TILE FINISHER	$ 30.25	23.93
TILE SETTER	$ 35.67	24.75

BROH0040-006 06/01/2024

	Rates	Fringes
TILE FINISHER	$ 30.25	23.93
TILE SETTER	$ 35.67	24.75

CARP0200-003 05/01/2025

	Rates	Fringes
CARPENTER (SOFT FLOOR LAYER AND FLOOR LAYING - HARDWOOD FLOORS ONLY)	$ 35.94	23.59

ELEC0038-004 04/28/2025

	Rates	Fringes
ELECTRICIAN (HVAC/TEMPERATURE CONTROLS INSTALLATION ONLY) FOOTNOTES; A. 6 PAID HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; JULY 4TH; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY B. 1 WEEK'S		

PAID VACATION FOR 1 YEAR'S SERVICE; 2 WEEKS' PAID

VACATION FOR 2 OR MORE YEARS' SERVICE.....$ 46.63 24.92

ELEC0683-004 06/02/2025

Rates Fringes

ELECTRICIAN (LOW VOLTAGE WIRING ONLY).....$ 43.00 26.37

ELEC0688-005 05/30/2022

Rates Fringes

ELECTRICIAN (EXCLUDES LOW VOLTAGE WIRING AND

INSTALLATION OF HVAC/TEMPERATURE CONTROLS).....$ 32.30 21.83

ELEV0037-003 01/01/2025

Rates Fringes

ELEVATOR MECHANIC PAID HOLIDAYS: A. NEW YEAR'S

DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY,

VETERN'S DAY, THANKSGIVING DAY, THE FRIDAY AFTER

THANKSGIVING, AND CHRISTMAS DAY. B. EMPLOYER

CONTRIBUTES 8% OF REGULAR HOURLY RATE TO VACATION

PAY CREDIT FOR EMPLOYEE WHO HAS WORKED IN BUSINESS

MORE THAN 5 YEARS; 6% FOR LESS THAN 5 YEARS'

SERVICE.....$ 57.33 38.44

ENGI0018-041 05/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR: BULLDOZER	$ 44.02	16.41
POWER EQUIPMENT OPERATOR (OILER)	$ 36.34	16.41
POWER EQUIPMENT OPERATOR (BOBCAT/SKID STEER/SKID LOADER; CONCRETE PUMP; CRANE)	$ 44.14	16.41

ENGI0066-048 06/01/2017

	Rates	Fringes
POWER EQUIPMENT OPERATOR: GRADER/BLADE	$ 32.42	19.66
POWER EQUIPMENT OPERATOR (MECHANIC)	$ 32.92	19.66

IRON0172-005 06/01/2025

	Rates	Fringes
IRONWORKER, REINFORCING	$ 40.87	23.15

IRON0550-011 05/01/2025

	Rates	Fringes
IRONWORKER: ORNAMENTAL AND STRUCTURAL.....	$ 36.00	23.57

LABO0423-003 06/01/2024

	Rates	Fringes
LABORER (MASON TENDER - BRICK & CEMENT/CONCRETE)....	$ 32.10	14.20

LABO1216-003 05/01/2024

	Rates	Fringes
LABORER: COMMON OR GENERAL.....	$ 32.62	13.95

PAIN1275-001 05/01/2024

	Rates	Fringes
PAINTER (SPRAY)	$ 29.70	14.91

PLUM0189-005 06/01/2025

	Rates	Fringes
PIPEFITTER	$ 53.00	27.59

SFOH0669-009 04/01/2025

	Rates	Fringes
SPRINKLER FITTER (FIRE SPRINKLERS)	$ 48.28	28.08

SHEE0024-028 06/01/2022

	Rates	Fringes
SHEET METAL WORKER (EXCLUDES HVAC DUCT AND UNIT INSTALLATION)	$ 33.53	26.36

SUOH2012-101 08/29/2014

	Rates	Fringes
TRUCK DRIVER: DUMP (ALL TYPES)	$ 24.32	11.73
SHEET METAL WORKER (HVAC DUCT AND HVAC UNIT INSTALLATION ONLY)	$ 26.26	15.77
ROOFER	$ 25.24	11.38
PLUMBER	$ 25.28	6.87
PAINTER (BRUSH AND ROLLER)	$ 23.87	9.42
OPERATOR: ROLLER	$ 28.83	12.72
OPERATOR: PAVER (ASPHALT, AGGREGATE, AND CONCRETE)	$ 30.28	13.29
OPERATOR: LOADER	$ 29.66	12.61

OPERATOR: FORKLIFT.....$ 22.79 12.76

OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE.....$ 27.26 9.80

LABORER: PIPELAYER.....$ 23.98 8.58

LABORER: LANDSCAPE & IRRIGATION.....$ 13.74 0.00

GLAZIER.....$ 22.60 11.02

DRYWALL HANGER AND METAL STUD INSTALLER.....$ 21.15 3.75

DRYWALL FINISHER/TAPER.....$ 20.44 4.75

CEMENT MASON/CONCRETE FINISHER.....$ 26.07 12.34

CARPENTER (EXCLUDING ACOUSTICAL CEILING

INSTALLATION, FLOOR LAYING - HARDWOOD FLOORS, AND

SOFT FLOOR LAYING).....$ 23.42 11.05

CARPENTER (ACOUSTICAL CEILING INSTALLATION ONLY)....$ 24.17 8.61

ABATEMENT WORKER: ASBESTOS (REMOVAL FROM

CEILINGS, FLOORS, AND WALLS).....$ 22.74 9.25

WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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

for Federal Contractors applies to all contracts subject to the

Davis-Bacon Act for which the contract is awarded (and any

solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information

on contractor requirements and worker protections under the EO

is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject

to the Davis-Bacon Act that were awarded on or between January 1,

2015 and January 29, 2022, and that have not been renewed or

extended on or after January 30, 2022. Executive Order 13658 does

not apply to contracts subject only to the Davis-Bacon Related Acts

regardless of when they were awarded. If a contract is subject to

Executive Order 13658, the contractor must pay all covered workers

at least $13.65 per hour (or the applicable wage rate listed on this

wage determination, if it is higher) for all hours spent performing on

the contract from May 11, 2026, through December 31, 2026. The

applicable Executive Order minimum wage rate will be adjusted annually.

Additional information on contractor requirements and worker

protections under Executive Order 13658 is available at

www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after

award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications

and wage rates that have been found to be prevailing for the

type(s) of construction and geographic area covered by the wage

determination. The classifications are listed in alphabetical

order under rate identifiers indicating whether the particular

rate is a union rate (current union negotiated rate), a survey

rate, a weighted union average rate, a state adopted rate, or a

supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than

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

Union prevailing wage rates are updated to reflect all changes

over time that are reported to WHD in the rates

in the collective bargaining agreement (CBA) governing the

classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for

those classifications, but that 100% of the data reported for

the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a

weighted union average rate. OH indicates the State of Ohio.

The next number, 0010 in the example, is an internal number

used in producing the wage determination. The date, 01/01/2024

in the example, indicates the date the wage determination was

updated to reflect the most current union average rate.

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

reflect a weighted average of the current rates in the

collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The SU identifier indicates that either a single non-union

rate prevailed (as defined in 29 CFR 1.2) for this

classification in the survey or that the rate was derived by

computing a weighted average rate based on all the rates

reported in the survey for that classification. As a weighted

average rate includes all rates reported in the survey, it may

include both union and non-union rates. Example: SUFL2022-007

6/27/2024. SU indicates the rate is a single non-union

prevailing rate or a weighted average of survey data for that

classification. FL indicates the State of Florida. 2022 is the

year of the survey on which these classifications and rates are

based. The next number, 007 in the example, is an internal

number used in producing the wage determination. The date,

6/27/2024 in the example, indicates the survey completion date

for the classifications and rates under that identifier.

SU wage rates typically remain in effect until a new survey

is conducted. However, the Wage and Hour Division (WHD) has the

discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The SA identifier indicates that the classifications and

prevailing wage rates set by a state (or local) government were

adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007

01/03/2024. SA reflects that the rates are state adopted. ME

refers to the State of Maine. 2023 is the year during which the

state completed the survey on which the listed classifications

and rates are based. The next number, 007 in the example, is an

internal number used in producing the wage determination.

The date, 01/03/2024 in the example, reflects the date on which

the classifications and rates under the SA identifier took

effect under state law in the state from which the rates were

adopted.

WAGE DETERMINATION APPEALS PROCESS

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

be:

a) a survey underlying a wage determination

b) an existing published wage determination

c) an initial WHD letter setting forth a position on

a wage determination matter

d) an initial conformance (additional classification

and rate) determination

On survey related matters, initial contact, including requests

for summaries of surveys, should be directed to the WHD Branch

of Wage Surveys. Requests can be submitted via email to

davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

Regarding any other wage determination matter such as

conformance decisions, requests for initial decisions should be

directed to the WHD Branch of Construction Wage Determinations.

Requests can be submitted via email to BCWD-Office@dol.gov or

by mail to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

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

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

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

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

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210.

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END OF GENERAL DECISION

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*** END OF NARRATIVE ***

Overall Contract Inspection/Acceptance Locations

Overall Contract Delivery Period

0001	**Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W22W9K SEAN M HOBEN, DELIVER_TO_EMP_ID_NO

Section 01 00 00 - General Requirements

Requirements

PROJECT TITLE: DBB CYBER MAINTENANCE HANGAR MODERNIZATION PROJECT
LOCATION: MANSFIELD, OH NEW CONSTRUCTION OF AN ENDO SKELETON STRUCTURE TO AN EXISTING HANGAR TO HOUSE CYBER WARFARE OPERATIONS