SOLICITATION, OFFER, AND AWARD

(Construction, Alteration, or Repair)

1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE	OF	PAGES
W912DS26RA0180001	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	27 MAY 2026	1		189

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
		75662

7. ISSUED BY CODE W912DS

W2SD ENDIST NEW YORK
KO CONTRACTING DIVISION, 26 FEDERAL PLAZA ROOM 16 300
NEW YORK, NY 10278-0004
UNITED STATES
MOHENDA SURAGE, EMAIL: MOHENDA.R.SURAGE@USACE.ARMY.MIL
TELEPHONE: 917-940-8013

8. ADDRESS OFFER TO

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)*
	MOHENDA SURAGE	917-940-8013

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: CONSTRUCTION OF A NEW CHILD DEVELOPMENT CENTER
PROJECT LOCATION: FORT HAMILTON NEW YORK

PROJECT TITLE: CONSTRUCTION OF A NEW CHILDREN DEVELOPMENT CENTER
PROJECT LOCATION: FORT HAMILTON, NEW YORK

1. THIS IS UNRESTRICTED FULL AND OPEN COMPETITION ONE (1) PHASE DESIGN-BID-BUILD BEST VALUE TRADEOFF WITH HUBZONE PRICE PREFERENCE
2. NAICS CODE: 236220, SIZE STANDARD: $45,000,000.
3. PROJECT MAGNITUDE RANGE: $25,000,000 - $50,000,000.
4. SUBMIT PROPOSALS NO LATER THAN 4:00PM EST. ON 09 JULY 2026 VIA E-MAIL TO MOHENDA.R.SURAGE@USACE.ARMY.MIL AND NICHOLAS.P. EMANUEL@USACE.ARMY.MIL. FILE SIZE IS LIMITED TO 25MB PER EMAIL. POC: MOHENDA SURAGE, CONTRACT SPECIALIST. TEL: 917-790-8088, EMAIL: MOHENDA.R. SURAGE@USACE.ARMY.MIL

11. The contractor shall begin performance within 5 calendar days and complete it within 730 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☐ mandatory ☐ negotiable. *(See* FAR 52.211-10 *).*

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

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 04:00 PM ***(hour)*** local time 09 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)*

CODE FACILITY CODE

15. TELEPHONE NUMBER *(Include area code)*

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

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

AMOUNTS ▶

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

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

AMENDMENT NUMBER	0001									
DATE	17 JUN 2026									

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

20b. SIGNATURE

20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

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

26. ADMINISTERED BY

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

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

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

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

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

Section 00 00 00 - Procurement and Contracting Requirements

Instrument Name: Construction of a New Child Development Center

PROJECT TITLE: CONSTRUCTION OF A NEW CHILDREN DEVELOPMENT CENTER PROJECT LOCATION: FORT HAMILTON, NEW YORK 1. THIS IS UNRESTRICTED FULL AND OPEN COMPETITION ONE (1) PHASE DESIGN-BID-BUILD BEST VALUE TRADEOFF WITH HUBZONE PRICE PREFERENCE 2. NAICS CODE: 236220, SIZE STANDARD: $45,000,000. 3. PROJECT MAGNITUDE RANGE: $25,000,000 - $50,000,000. 4. SUBMIT PROPOSALS NO LATER THAN 4:00PM EST. ON 09 July 2026 VIA E-MAIL TO MOHENDA.R.SURAGE@USACE.ARMY.MIL AND NICHOLAS.P.EMANUEL@USACE.ARMY.MIL. FILE SIZE IS LIMITED TO 25MB PER EMAIL. POC: MOHENDA SURAGE, CONTRACT SPECIALIST. TEL: 917-790-8088, EMAIL: MOHENDA.R.SURAGE@USACE.ARMY.MIL

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

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Small Child Development Center - Fort Hamilton, NY: All Primary work (includes all equipment, labor, and material) for Child Development Center and Playground as described in the plans and specifications except for work included in items below. Product Service Code: Y1CA North American Industry Classification System (NAICS): 236220 Pricing Arrangement: Firm Fixed Price	1	Job		
0002	Small Child Development Center - Fort Hamilton, NY: All supporting facilities work (includes all equipment, labor, and material) for demolition as shown on Drawings except for work included in items below. Product Service Code: Y1CA North American Industry Classification System (NAICS): 236220 Pricing Arrangement: Firm Fixed Price	1	Job		
0003	PRE-PRICED CLIN - Small Child Development Center - Fort Hamilton, NY: All work for submission and acceptance of the as-built drawings. This line item is pre-priced and cannot be changed. Product Service Code: Y1CA North American Industry Classification System (NAICS): 236220 Pricing Arrangement: Firm Fixed Price	1	Job	$65,000.00	$65,000.00

0004	PRE-PRICED CLIN Small Child Development Center - Fort Hamilton, NY: All work for acceptance of the final O&M Manuals. This line item is pre-priced and cannot be changed. Product Service Code: Y1CA North American Industry Classification System (NAICS): 236220 Pricing Arrangement: Firm Fixed Price	1	Job	$35,000.00	$35,000.00
Option Line Item 0005	OPTION BID ITEM NO. 0001 Mechanical Yard Louvres in lieu of Chain Link Fence. This option may be exercised within 120 calendar days after notice to proceed (NTP). Product Service Code: Y1CA North American Industry Classification System (NAICS): 236220 Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 0006	OPTION BID ITEM NO. 0002 Bollards in lieu of Boulders. This option may be exercised within 120 calendar days after notice to proceed (NTP). Pricing Arrangement: Firm Fixed Price	1	Job		

Section 00 20 00 - Instructions for Procurements

Totals

Total Base Bid (CLIN Items No. 0001 through 0004) _____

Total Optional Items (CLIN Items No. 0005 through 0006) _____

Total Base Bid + Optional Item (CLIN Item 0001 through 0006) _____

NOTES TO OFFERORS

(1) Total Offer shall include all costs associated with each item number including all bonding, overhead, and profit.

(2) Offerors are required to bid on all the Base Bid items and all the Optional Bid items, or their offers may be rejected.

(3) Offerors are reminded that they must bid on the issued Request for Proposal as amended. Any deviations, conditions or attachments made by the offeror himself, thereto, may render the offer noncompliant and be cause for its rejection."

(4) Optional CLINs 0005, and 0006 may be exercised at time of award or at any time within 120 calendar days after notice to proceed (NTP). The Contracting Officer may exercise any or all Optional CLIN(s) by written notice to the

Contractor, within the time period specified above. The period of performance of the contract will not be extended with the exercise of any or all Optional CLIN(s).

(5) Line item 0003 is pre-priced at $65,000.00 and this price shown may not be changed. This price is set by the government as assurance to receive final drawings, it may not reflect the actual effort of developing final set. The Offerors are to include balance of actual effort in CLIN 0001, whether credit or additional cost.

(6) Line item 0004 is pre-priced at $35,000.00 and this price shown may not be changed. This price is set by the government as assurance to receive final O&M manuals, it may not reflect the actual effort of developing the manuals. The Offerors are to include balance of actual effort in CLIN 0001, whether credit or additional cost.

(7) Contract Duration (period of performance) is 730 calendar days after issuance of Notice to Proceed

(8) Offer Acceptance Period: Offers are to be valid for 120 calendar days after the date offers are due."

Electronic Proposal

(a) Definition.

Electronic proposal, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via electronic commerce (see FAR Subpart 4.5 -- Electronic Commerce in Contracting).

(b) Offerors must submit electronic proposals as responses to this solicitation. Electronic proposals are subject to the same rules as paper proposals.

(c) The format for electronic proposals in this solicitation is: PDF documents sent via email, ONLY to the Contract Specialist and Contracting Officer, as listed below:

Mohenda Surage: Email Address: mohenda.r.surage@usace.army.mil

Nicholas Emanuel: Email Address: nicholas.p.emanuel@usace.army.mil

(d) If any portion of an electronic proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document --

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the electronic proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(End of Provision)

Submit proposals no later than 4:00PM EST on 09 July 2026 via e-mail to:

mohenda.r.surage@usace.army.mil

nicholas.p.emanuel@usace.army.mil

File size is limited to 25MB per email.

ADDITIONAL INSTRUCTIONS

Potential Offerors are reminded that only the minimum documents are required for proposal submission:

1. Acknowledged amendments.

2. Offerors must check off box (d) in 52.204-8 Annual Representations and Certifications (DEC 2019) for being on SAM.gov.

*** END OF NARRATIVE ***

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)	2026-02		
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)	2026-02		
52.215-22	Limitations on Pass-Through Charges-Identification of Subcontract Effort. (Deviation)	2026-02		
52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work. (Deviation)	2026-02		
52.225-12	Notice of Buy American Requirement-Construction Materials Under Trade Agreements.	2014-05		
52.232-13	Notice of Progress Payments.	1984-04		
52.233-2	Service of Protest. (Deviation)	2026-02		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
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)	2026-02		

Type of Contract (Feb 2026) (Deviation)

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

(End of provision)

52.228-1	Bid Guarantee.	1996-09		

Bid Guarantee (Sept 1996)

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

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal

money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds-

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

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

(c) The amount of the bid guarantee shall be 20 percent of the bid price or $3,000,000.00, whichever is less.

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

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

(End of clause)

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

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

https://www.acquisition.gov/

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

(End of provision)

52.252-3	Alterations in Solicitation.	1984-04

Alterations in Solicitation (Apr 1984)

Portions of this solicitation are altered as follows:

TO BE DETERMINED

(End of clause)

52.252-5	Authorized Deviations in Provisions.	2020-11

Authorized Deviations in Provisions (Nov 2020)

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

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

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date

252.215-7008 Only One Offer. 2022-12

ONLY ONE OFFER (DEC 2022)

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

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

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

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

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

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

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

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price

reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

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

(End of provision)

Section 00 21 16 - Instructions to Proposers

CRITERIA AND FACTORS FOR EVALUATION, BASIS OF AWARD, EVALUATION CRITERIA, RATING SYSTEM AND DEFINITION

SECTION 00 22 10 - SELECTION PROCEDURES AND BASIS OF AWARD

BEST VALUE TRADE OFF

1.0 OVERVIEW

2.0 BASIS OF AWARD

3.0 GENERAL INSTRUCTIONS AND PROPOSAL SUBMISSION REQUIREMENTS

4.0 PROPOSAL INFORMATION AND RELATED EVALUATION FACTORS, SUBFACTORS AND ELEMENTS

5.0 VOLUME 1 - PERFORMANCE CAPABILITY

5.1 TAB A - FACTOR 1 - PAST PERFORMANCE

5.2 TAB B - FACTOR 2 - PROPOSED CONTRACT DURATION, PHASING AND SUMMARY SCHEDULE

5.3 TAB C - FACTOR 3 -ORGANIZATION APPROACH

6.0 VOLUME 2 - FACTOR 4 - SMALL BUSINESS

6.1 TAB A - SMALL BUSINESS PARTICIPATION PLAN

6.2 TAB B - PAST UTILIZATION OF SMALL BUSINESS

7.0 VOLUME 3 - PRICE AND PRO FORMA INFORMATION

7.1 TAB A - PRICE (STANDARD FORM 1442, PROPOSAL DATA SHEET AND CONTRACT LINE ITEM SCHEDULE)

7.2 TAB B - BID GUARANTEE

7.3 TAB C - SELF PERFORMED WORK

ATTACHMENTS

1 - PROPOSAL DATA SHEETS

2 - PAST PERFORMANCE EVALUATION QUESTIONNAIRE

3 - SPECIALIZED EXPERIENCE PRIME CONTRACTOR OR KEY SUB CONTRACTOR

4 - SMALL BUSINESS PARTICIPATION PLAN

5 - SAMPLE FIRM, UNEQUIVOCAL LETTER OF COMMITMENT

1.0 OVERVIEW

This is a "Best Value Trade Off" solicitation in accordance with Federal Acquisition Regulation (FAR) 15.101-1 for the Construction of the new Child Development Center project at Fort Hamilton, NY. The Government will evaluate the proposals in accordance with the criteria described herein, and award a firm fixed price contract to the responsible firm, whose proposal conforms to all the terms and conditions of the solicitation is fair and reasonable, and offers the best overall value to the Government.

2.0 BASIS OF AWARD

This is a Best Value Trade Off procurement where the Contracting Officer will award a firm fixed price contract to the responsible Offeror whose proposal the Source Selection Authority has determined conforms to the solicitation, is fair and reasonable, and offers the best overall value to the Government, considering all non-price factors described herein, and price. **All non-price factors when combined are approximately equal in importance to price**. The intent of this solicitation is to obtain the best proposal within funds available. After the Government individually evaluates and rates each proposal, the Source Selection Authority will compare proposals to determine which proposal represents the overall best value to the Government. The Government reserves the right to accept other than the lowest priced offer or to reject all offers. The Government will not award a contract to an Offeror whose proposal contains a deficiency, as defined in FAR 15.001. If there is a lower priced, conforming offer(s), the Source Selection Official must determine that the added value of a more expensive proposal (within funds available) would justify award to that Offeror. The magnitude of construction is between $25,000,000 and $50,000,000.

The Government will conduct a Best Value Tradeoff of the four technical evaluation factors and price. The factors are as follows:

Non-Price factors:

Factor 1 - Past Performance

Factor 2 - Proposed Contract Duration, Phasing And Summary Schedule

Factor 3 -Organization Approach

Factor 4 - Small Business Participation Plan

The Source Selection Authority (SSA) will select the Offeror whose proposal offers the best value to the Government in accordance with the evaluation criteria and basis of award stated in the solicitation. If award is not made on initial offers, the SSA will determine the competitive range and document the decision through approval of the Competitive Range Decision Document (CRDD).

Upon completion of the evaluation of final proposal revisions submitted by the Offerors in the competitive range, or if award is made on initial offers, the SSA will select the Offeror whose proposal offers the best value to the Government. This decision will be documented to include the rationale for any business judgements and trade-offs made or relied on and the benefits associated with additional costs in the Source Selection Decision Document (SSDD).

Failure to submit all data in the format indicated in this solicitation may be cause for determining a proposal incomplete and, therefore, not considered for evaluation, and for subsequent award. Any deviations and/or exceptions to the contractual terms and conditions of the solicitation (e.g., standard terms and conditions) may result in a determination to reject a proposal.

This RFP does not commit the Government to reimburse any costs incurred in the preparation and submission of a proposal or for any other costs incurred by any firm submitting a proposal in response to this solicitation. Note specifically that the offeror will not be participating in a sealed bid procurement process under this acquisition

method. Issuance of this RFP does not constitute an award commitment on the part of the Government.

INTENT TO AWARD WITHOUT DISCUSSIONS: Proposals must set forth full, accurate and complete information as required by this Request for Proposal (including attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001. The Government intends to evaluate proposals and award without discussions, clarifications, or any contact concerning the proposals received; therefore,

each initial proposal should be submitted on the most favorable terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if determined to be necessary. Offerors should not assume that they will be contacted or afforded an opportunity to clarify, discuss or revise their proposals. In

addition, 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.

EVALUATION APPROACH: All proposals shall be subject to evaluation by the Source Selection Team (SST). The Source Selection Authority (SSA) will ensure that the evaluation of all Factors has been conducted in accordance with the Solicitation, approved Source Selection Plan, and all applicable acquisition laws and regulations.

A Source Selection Evaluation Board (SSEB) will be established to conduct the evaluation of proposals received in response to this Solicitation. The evaluation will be based on the content of the proposal, proposal revisions (if applicable), and any information obtained from other sources, e. g., past performance information. The SSEB

will not consider any proposal incorporated by reference, except as expressly allowed by this solicitation. The SSEB will not compare proposals against each other. After all proposals are evaluated and rated, the Government will compare the ratings and relative advantages and disadvantages of proposals against one another in order to

determine which Offeror represents the best overall value to the Government, price and non-price factors considered. The SSA, independently exercising prudent business judgement, will determine the Offeror that proposed the best value to the Government. Failure to submit all data in the format indicated in this Section may be cause for determining a proposal incomplete and, therefore, not considered for evaluation or for subsequent award. Exceptions to the contractual terms and conditions of the solicitation (e.g., standard terms and conditions) may result in a determination to reject a proposal.

The Source Selection Authority (SSA) will ensure that the evaluation of all Factors has been conducted in accordance with the Solicitation and all applicable acquisition laws and regulations

3.0 GENERAL INSTRUCTIONS AND PROPOSAL SUBMISSION REQUIREMENTS

3.1 GENERAL INSTRUCTIONS

3.1.1 Who May Submit:

a. Competition will be unrestricted with HubZone Price Evaluation Preference (i.e., open to all businesses regardless of Small Business status). Any legally organized Offeror may submit a proposal.

3.1.2 Inquiries about this solicitation:

a. Prospective Offerors should submit inquiries related to this solicitation only by e-mail to the Contract Specialist - Mohenda Surage (Mohenda.R.Surage@usace.army.mil) and Contracting Officer - (Nicholas Emanuel Nicholas.P.Emanuel@usace.army.mil).

b. Include the solicitation number, and project title with any questions/clarifications. Written questions must be received by this office not later than 7 calendar days prior to the date set for receipt of offers. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

Oral explanations or instructions are not binding. Any information given to an Offeror which impacts the solicitation and/or offer will be given in the form of a written amendment to the solicitation.

As this is a competitive negotiated acquisition, there is no public proposal opening and no information will be given out as to the number of Offerors or the results of the competition until award is made.

3.1.3 Page Limit and Size of Electronic Materials shall be submitted in the following volumes:

Volume	Tab	Title	Maximum Pages
1	A	Factor 1: Past Performance	No Page Limit
1	B	Factor 2: Proposed Contract Duration, Phasing and Summary Schedule	15
1	C	Factor 3: Organization Approach	15
2	A	Factor 4: Small Business Participation Plan	No page limit
2	B	Factor 4: Past Utilization of Small Business	No page limit
3	A	Price (Standard Form 1442 & Contract Line Item Schedule)	No page limit

3	B	Bid Guarantee	No page limit
3	C	Self-Performed Work	No page limit

In order to evaluate all proposals effectively and equitably, the Contracting Officer must receive information sufficiently detailed to clearly address submission requirements as outlined below. Pages containing text shall be submitted electronically on standard 8-1/2 x 11-inch size paper. Schedules, drawings and/or sketches may be submitted electronically on paper not exceeding 11 x 17-inch, (each 11 x 17 counts as two pages). Use of 'TAB' pages are encouraged to identify each section of the proposal and shall not count against proposal's total page count. Each page of text shall be minimally single spaced with a minimum 12-point font and one-inch margins all around. Any sheet with printed material (text or graphics) shall be considered a page, excluding dividers, cover sheets, letters of commitment, team agreements, and/or Joint Venture agreements.

3.1.4 Joint Ventures

a. When an Offeror is submitting a proposal as a joint venture, all members of the joint venture must sign the SF 1442 and any financial surety instrument that is required, unless a written agreement by all members of the joint venture is furnished with the proposal designating one firm with the legal authority to bind the other member(s) of the joint venture. Signatures on the written agreement designating one member of the joint venture as having legal authority to bind all other members of the joint venture must be executed by the duly authorized representatives of the respective joint venture members. All joint venture members will remain jointly and severally liable for all actions, representations, and other activities by the joint venture and by other joint venture members in connection with this solicitation and subsequent contract. A copy of the joint venture agreement and agreement providing evidence of the authority to legally bind all other members of the joint venture must be submitted with the Offeror's proposal. Failure to comply with the foregoing requirements may eliminate the proposal from further consideration.

b. If submitting a proposal as a joint venture, the experience, past performance, and other information about each of the joint venture partners can be submitted for the joint venture. The experience, past performance, and other information about each joint venture partner will be considered the experience, etc. of the joint venture entity. Joint ventures must also submit the following additional documentation:

3.1.4.b.1 A copy of the Joint Venture Agreement.

3.1.4.b.2 A detailed statement outlining the following in terms of percentages, where appropriate:

3.1.4.b.3 The relationship of the joint venture parties in terms of business ownership, capital contribution, and profit distribution or loss sharing.

3.1.4.b.4 The structure of the joint venture and decision-making responsibilities of the joint venture parties in terms of who will control the manner and method of performance of the work under the contract.

3.1.4.b.5 Identification of key personnel having the authority to bind the joint venture to any and all agreements, including any subcontracts, executed by the joint venture.

3.1.4.b.6 Identification of party or parties maintaining the joint venture bank accounts for the payment of all expenses and the deposit of all receipts, keeping the books and records of the joint venture, and paying applicable taxes for the joint venture.

3.1.4.b.7 Identification of party or parties having overall control of the joint venture.

c. Other sections of the proposal shall identify, where appropriate, whether key personnel are employees of the individual joint venture entities and identify the entity, or whether they are hired directly as employees of the joint venture.

d. A complete and legally binding document with all information required under this section titled "Joint Venture" shall be included in Volume I of the proposal.

3.2 PROPOSAL SUBMISSION REQUIREMENTS

3.2.1 Proposal Requirements and Submission

Proposals should be submitted initially on the most favorable terms. Do not assume that Offerors will be contacted or afforded an opportunity to clarify, discuss or revise their proposals.

Do not submit any material not required by this solicitation (such as company or system brochures). Offerors must meet all technical portions (construction criteria) of the RFP. The fact that the technical specifications and the drawings are not evaluated factors during solicitation does not relieve the Offerors from meeting all technical, or other, requirements of the RFP.

The Government will not make assumptions concerning the intent, capabilities, or experiences of the Offerors. Clear identification of proposal details shall rest as sole responsibility of the Offeror. Therefore, the proposal shall meet the following basic requirements:

a. Proposals shall be typed and easy to read. Margins (1-inch) shall be clean and clear.

b. Must contain a Proposal Cover Sheet, to include the Offeror's e-mail address, cell phone number, Name, Address, DUNS, and CAGE code. The proposal cover sheet is required by Provision "FAR 52.215-1, Instructions to Offerors--Competitive Acquisition."

c. Proposals shall be organized, concise, and submitted in the volumes and in the order indicated herein. Volumes shall be clearly identified and tabbed. Each factor shall be described in a separate tabbed section.

d. Proposals shall contain a Table of Contents and include at the bottom left side of each page the volume and page number.

e. Offerors shall submit a signed dated Standard Form 1442, Solicitation, Offer, and Award. Any and all amendments must be acknowledged by the Offeror in accordance with the instructions on the Standard Form 30, Amendment of Solicitation.

f. Offerors are reminded that elaborate corporate marketing information, formatting, special reproduction techniques, and the like are not necessary. However, proposals shall completely and adequately address the requirements of this solicitation.

g. Failing to submit attachments or failing to properly complete the proposal, may result in rejection of the Offer without further evaluation. Therefore, Offerors are urged to follow instructions and contact the Contract Specialist if instructions are not understood.

3.2.2 Where to Submit:

The Offeror's proposal shall be submitted electronically, as described below. The RFP will provide the Government address and receipt date for proposal submittal. The Offeror's proposal shall not contain classified data. The use of hyperlinks in proposals is prohibited.

NOTE: The only authorized transmission method for proposals in response to this solicitation is electronically via EMAIL. NO OTHER TRANSMISSION METHODS (FACSIMILE, REGULAR MAIL, HAND CARRIED, ETC.) WILL BE ACCEPTED.

The Offeror's proposal must be received by the Government by the date/time specified in the solicitation. Offerors shall email their proposals.

Please send proposals to Contract Specialist Mohenda Surage at Mohenda.R.Surage@usace.army.mil and to Contracting Officer Nicholas Emanuel at nicholas.p.emanuel@usace.army.mil.

INSTRUCTIONS FOR SUBMITTING ELECTRONIC PROPOSALS:

In an effort to reduce paperwork and cost, all proposals shall be submitted electronically through email. Submission shall be in Adobe PDF format. If you have a large number of files, recommend that you combine or ZIP your files before uploading in email (total size cannot exceed 5MB). Offerors may use compression utility software such as WinZip or PKZip to reduce file size and facilitate transmission.

FILE DESCRIPTION: Include a "File Description" for each file(s) you upload. The "File Description" will be included in the email notice to each of the recipients you choose

to have access your file(s). NOTE: Do NOT enter Privacy Act Data (Personally Identifiable Information (PII)) in the File Description.) Submission shall be in Adobe PDF format.

RECEIPT OF SUBMISSIONS:

For the purposes of establishing whether a proposal submission is considered timely,

the government considers the date and time the submission is received by the Government.

The government will not be responsible for submissions delivered to any location or to anyone other than those designated to receive proposals. Offerors are responsible for ensuring that proposals are submitted so as to reach the designated recipients. Offerors are responsible for allowing sufficient time for the proposal to be received in accordance with the instructions provided.

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

3.3 VOLUME 1- MINIMUM SUBMISSION CRITERIA (TECHNICAL PROPOSAL): For purposes of

this RFP, an "Offeror" may include a group of two (2) or more entities that have formed a "contractor team arrangement," as that term is defined in the Federal Acquisition Regulation, Part 9.6. In the case of entities that have formed a contractor team arrangement, the experience and performance history of any member of the team, whether or not gained while working with the other member(s) of the currently- proposed contractor team arrangement, will be considered as a part of the evaluation of the Offeror's proposal, if the Offeror provides a firm, unequivocal Letter of Commitment signed by both parties.

In the case of affiliates, past performance of an Offeror's "affiliate," as that term is defined in FAR 2.101, will be evaluated (as described within this section) if the Offeror demonstrates a firm, unequivocal commitment that the affiliate will participate meaningfully (e.g., roles, responsibilities, etc.) in the performance of the contract. This commitment, nature of each entity's relationship and meaningful participation shall be described in a document signed by authorized representatives of both the Offeror and its affiliate. If a teaming agreement or Letter of Commitment is not provided, the projects and experience of any team members outside of the Prime Offeror will not be considered.

The contractor team agreement/commitment shall be provided at the beginning of the Offeror's technical proposal, prior to Factor 1, and will not be included in the overall page count.

The following are to be used in determining the status of the Offeror's team for the evaluation of project submissions under Factor 1:

3.3.1 In the case of contractor team arrangements involving a Prime Contractor and Subcontractor (s), where the Prime Contractor submits the proposal in response to this RFP, the Prime Contractor is considered the "Prime Offeror."

3.3.2 In the case of joint ventures, the "Prime Offeror" experience and past performance is limited to entities with signed agreements.

3.3.3 In the case of mentor/protege relationships, the relationship must be established by the two Offerors and approved by the chosen Government Agency prior to proposal submission. The "Prime Offeror" experience and past performance is limited to entities with signed agreements. The approved mentor/protege document from the Government Agency must be submitted along with the teaming agreement.

3.3.4 In the case of additional projects submitted by subcontractors, the subcontractor must submit the final cost of their portion of the project along with total project cost and all other required information.

3.3.5 In the case of Offerors that are large, multi-function firms (consisting of subsidiaries), experience and past performance should be limited to the segment of the firm (e.g., division, group, and unit) that is submitting a proposal in response to this RFP.

3.3.6 In the case of affiliates, past performance of an Offeror's "affiliate," as that term is defined in FAR 2.101, will be evaluated (as described within this section) if the Offeror demonstrates a firm commitment that the affiliate will participate meaningfully in the performance of the contract. This commitment and meaningful participation shall be described in a document signed by authorized representatives of both the Offeror and its affiliate.

3.3.7 If a teaming agreement or commitment is not provided, the projects of any team members outside of the Prime Offeror will not be considered. If the Joint Venture/Mentor Protege is a Small and Large Business, the Small Business will be evaluated as the Prime Offeror.

4.0 PROPOSAL INFORMATION AND RELATED EVALUATION FACTORS, RATINGS AND ELEMENTS

The SSEB will evaluate the proposals and assign a consensus rating for the non-price evaluation factors.

Offerors are cautioned to put forth their best efforts, and to furnish all information clearly to allow the Government to evaluate proposals. Offerors should not assume that they will have an opportunity to clarify or correct anything in their proposal after submission. However, the Government reserves the right to hold discussions if it determines that discussions are necessary. Therefore, proposals should be submitted on the most favorable terms that the Offeror can submit to the Government. If discussions are necessary, the Contracting Officer reserves the right to 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.

Determination of Competitive Range refers to the range of proposals that are identified as the most highly rated, unless the range is further reduced for the purposes of efficiency. Competitive Range

will be determined on the basis of the ratings of each proposal against all evaluation factors. The Government must then indicate to, or discuss with, each Offeror still being considered for award, deficiencies, significant weaknesses, and

adverse past performance information to which the offeror has not yet had an opportunity to respond. The Contracting Officer will notify all contractors eliminated from the Competitive Range.

If discussions are held, the Government may engage in a broad give and take with those firms in the Competitive Range, in accordance with FAR 15.306(d). The Government will provide the Firm an advance agenda for the discussions. During discussions, the Government may ask the Offeror to further explain its proposal and to answer questions about it.

Upon conclusion of discussions, those Offerors still considered within the Competitive Range, will be afforded an opportunity to submit their proposal revisions for final evaluation and selection.

4.1 VOLUME 1 - PERFORMANCE CAPABILITY

LOCATION	FACTOR NUMBER	DESCRIPTION	RELATIVE IMPORTANCE
Volume 1 Tab A	Factor 1	Past Performance	Non-price Factor 1 is the most important technical factor, followed by non-price Factors 2 and 3 that are equal in importance but less important than Factor 1.
Volume 1 Tab B	Factor 2	Proposed Contract Duration, Phasing & Summary Schedule	
Volume 1 Tab C	Factor 3	Organization Approach	

4.2 VOLUME 2 - SMALL BUSINESS

LOCATION	FACTOR NUMBER	DESCRIPTION	RELATIVE
			IMPORTANCE
Volume 2 TAB A	Factor 4	Small Business Participation Plan	Non-price Factor 4 is the least important non-price factor.
Volume 2 TAB B	Factor 4	Past Utilization of Small Business	

4.3 VOLUME 3 - PRICE

LOCATION	FACTOR NUMBER	DESCRIPTION	RELATIVE IMPORTANCE
Vol 3		Price	All non-price factors (1-4) when combined are approximately equal in importance to price.

VOLUME 1 - PERFORMANCE CAPABILITY

GENERAL: The non-price factors consist of examples of Past Performance that meet the relevant scope, complexity, and magnitude described below. This Volume also includes factors for a Proposed Contract Duration, Phasing & Summary Schedule, and Organization Approach.

DEFINITIONS:

Deficiency: A material failure of a response or 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.

Weakness: A flaw in the response or proposal that increases the risk of unsuccessful contract performance.

Significant Weakness: A flaw in the response or proposal that appreciably increases the risk of unsuccessful contract performance. Denoted with an (S).

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

Significant Strength: An aspect of an Offeror's proposal with appreciable merit or will exceed specified performance or capability requirements to the considerable advantage of the Government during contract performance. Denoted with an (S).

Deviation: Proposal implies or specifically offers a deviation below the specified criteria. The Offeror may or may not have called the deviation to the Government's attention. A deviation is a deficiency. The proposal must conform to the solicitation requirements for award.

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

EVALUATION RATING SYSTEM

General: The Government will review the proposals and rate the quality of each evaluation factor. The SSEB will rate each proposal against the specified evaluation criteria in the solicitation requirements. They will not compare proposals at this time. After all proposals are rated, the Government will compare the ratings and relative advantages and disadvantages of proposals against each other.

Review Write-up: The Government will support each rating with a narrative, separately listing all strengths or advantages, weaknesses or disadvantages, deficiencies, and uncertainties.

Rating System: After listing proposal strengths, weaknesses and deficiencies, the SSEB will assign an adjective rating of "Outstanding," "Good," "Acceptable," "Marginal," or "Unacceptable" to each factor except the Past Performance Factor, which will reflect the Government's confidence in each Offeror's ability, as demonstrated in its proposal, to perform the requirements stated in the RFP. The adjectival ratings shall be assigned, using the evaluation criteria, which incorporate a proposal risk assessment:

VOLUME 1 - FACTOR 1 - PAST PERFORMANCE

The Offeror will provide Past Performance information on relevant projects using the Past Performance and Specialized Experience Questionnaires included in the solicitation. Contractor Performance Assessment Reporting System (CPARS) shall be submitted for projects, when available. Your client should receive form ATTACHMENT 2 - PAST PERFORMANCE QUESTIONNAIRE (PPQ) with items 1 through 4 completed and the "Note" that appears on its reverse side as well as the "Adjective Rating and Definitions" that are used for the ratings in the form. Ensure correct phone numbers and email addresses are provided for the client point of contact. Completed Past Performance Questionnaires should be submitted with your proposal. If the Offeror is unable to obtain a completed PPQ from a client for a project(s) before the proposal closing date, the Offeror should complete and submit with the proposal the first page of the PPQ form, which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's points of contact, the Contract Specialist and Contracting Officer, prior to proposal closing date. Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

Also include performance recognition documents received within the last ten (10) years from the date of issuance of the solicitation such as award fee determinations, customer letters of commendation, and any other forms of performance recognition.

The Government reserves the right to verify the Past Performance by reviewing the Construction Contractor (or Architect-Engineer) Performance Assessment Reporting System (CPARS), other DoD or Government appraisal systems or to interview commercial owners or references. The Government may check any or all cited references to verify supplied information. The relevant experience of key personnel proposed for this project will not be evaluated or considered under this factor.

While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.

The source selection evaluation team will review this past performance information and determine the quality and usefulness as it applies to a performance competence assessment as described in the guidelines, below.

Less than satisfactory performance information includes the issuance of cure notices, terminations for default, or the requirement for excessive oversight in order to achieve satisfactory completion. A single example of less than satisfactory performance, if significant enough, may lead to a less than satisfactory rating for this factor. Likewise, multiple examples of less significant less than satisfactory performance may lead to a less than satisfactory rating for this factor.

In conducting the performance competence assessment, the Government will consider the relevancy of the past performance information available. Highly relevant projects are those that are similar in scope, magnitude, and complexity to the current solicitation, although the past performance may still be considered if the projects do not fully meet the criteria for Factor 1.

In addition, the Offeror is required to provide any information on past projects (within the past five (5) years from the date of issuance of the solicitation) that were terminated (for any reason) or in which they have been issued a CURE NOTICE and provide accompanying information as to the details for such action(s) with an explanation of why they were terminated or issued a cure notice.

4.3.1 SUBMISSION REQUIREMENTS

The SSEB will evaluate the risks associated with an Offeror's likelihood of success in performing the requirements stated in the RFP based on the Offeror's demonstrated performance on recent, relevant contracts. A performance confidence assessment rating will be assigned to each past performance.

Rating Guidelines for Factor 1: Refer to the Table in section 5.1.3

NOTE: In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, the Offeror shall be determined to have unknown (or "neutral confidence") past performance.

4.3.2 RELEVANT PAST PERFORMANCE

The Offeror will be evaluated on the recency and relevancy of the past performance demonstrated in the submitted form, ATTACHMENT 3 - SPECIALIZED EXPERIENCE. The Offeror should list their experience of similar project scope, complexity, and magnitude.

Submit between three (3) and four (4) projects. All projects must be complete or substantially complete. Substantially complete is defined as 75% construction complete as of the date of issuance of the solicitation. A minimum of two projects must be completed and turned over to the customer. All submitted projects shall be recent construction experience which means that completion should be no more than ten (10) years preceding the date of issuance of this solicitation. The projects should meet the descriptions of scope, complexity and magnitude as outlined below.

If any firm has multi-function firms, project examples should be limited to those performed by the division submitting the offer.

Firm, unequivocal letters of commitment (Signed by both the Subcontractor and Offeror) are required in order for the Government to consider Subcontractor past performance in the proposal evaluation. Only unequivocal letters matching the format shown in Attachment 5 will be acceptable. Other divisions within the Offer's company may be considered as subcontractors for the submitting division.

The projects submitted should include the following criteria. Projects do not have to include all of the criteria; however, projects that meet many or all of the criteria may be given a higher degree of relevancy. Projects should demonstrate a similar scope, similar complexity, and similar magnitude.

i. Similar building construction projects are defined as:

a. Scope: Similar scope is defined as projects with the new construction of buildings. Examples include: schools, dining facilities, administration buildings, and/or barracks.

b. Complexity: Similar complexity is defined as projects demonstrating successful construction of building structures, kitchen facilities, HVAC, water, sewer, plumbing, electrical systems, fire protection, communication systems, lighting, landscaping, playground areas, paving, grading and drainage.

c. Magnitude: Similar magnitude is defined as projects greater than $15,000,000.

The Government will consider the experience demonstrated by the projects in its evaluation. Proposals may be highly rated when the Offeror demonstrates extensive experience in all or nearly all of the aspects defining relevance and listed below. Where this experience includes the following, the proposal may be given additional consideration (the following list does not encompass all possible items for which additional consideration may be given):

i. Projects demonstrating experience with DoD building structures.

ii. Projects that included grading, drainage and paving.

iii. Projects demonstrating experience with on-site lighting, landscaping, play areas.

iv. Projects that include kitchen facilities.

v. Projects demonstrating experience working with USACE.

vi. Projects demonstrating the prime contractor and anticipated subcontractor(s) have worked together on previous projects.

vii. Projects demonstrating self-performance by the prime contractor.

viii. Where this experience includes the following, the proposal may be given weaknesses (the following list does not encompass all possible weaknesses):

a. Few or no projects are provided where the Offeror acted as Prime contractor.

b. Few or no projects that involve working on DoD projects.

c. Example experiences are from proposed subcontractors in lieu of the Offeror.

d. Few or no projects that include construction of building systems such as mechanical, electrical /communication, and plumbing systems.

EVALUATION CRITERIA

4.3.3 RATING GUIDELINES FOR FACTOR 1

PAST PERFORMANCE RELEVANCY RATINGS	
RATINGS	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.

PAST PERFORMANCE (CONFIDENCE ASSESSMENT RATING SYSTEM)

Past Performance Risk Ratings assess the risks associated with an Offeror's likelihood of success in performing the requirements stated in the RFP based on the Offeror's demonstrated performance on recent, relevant contracts. Performance Confidence Assessment (Overall) Rating System:

PERFORMANCE CONFIDENCE ASSESSMENT	
RATINGS	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 be able to successfully perform the required effort.

Based on the Offeror's recent relevant performance record, the Government will make a determination as to the expectation that the Offeror will successfully perform the required effort. A performance confidence assessment rating will be assigned.

Where 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 will receive a Neutral Confidence (neutral) rating. This rating is neither favorable nor unfavorable.

Offerors (including teaming partner(s), if applicable) are strongly encouraged to address, with a narrative explanation, any adverse past performance issues within the 10 years before the date of issuance of this Solicitation. For purposes of this Factor "adverse past performance" is defined as termination for cause, termination for default, or past performance information that supports a less than Satisfactory rating on any evaluation pertaining to a submitted project or other project for which a record of a past performance that may be retrieved as described above. Offerors are cautioned to review their past performance record for any instances of adverse past performance.

Offerors must address any projects for which the Offeror (including teaming partner/s, if applicable), was issued a Cure Notice, Show Cause, or Termination for Default within the 10 years of the date of issuance of this Solicitation. Offerors must also address a "yes" answer to any of the following questions which have occurred in the last 3 years.

- Ever received a cure notice?

- Had LDs assessed?

- Received show cause notice?

- Had a non-responsibility determination? If so, please provide the

name of the project, the client, and date of action.

:

Explanations shall not exceed four (4) pages in total.

4.4 VOLUME 1 - FACTOR 2 - PROPOSED CONTRACT DURATION AND SUMMARY SCHEDULE

SUBMISSION REQUIREMENTS

Submit a summary level schedule for the construction of the Child Development Center Project. The schedule must be task oriented, indicating number of calendar days, after notice to proceed, by which milestones are to be achieved. Schedule pages must be legible on 11x17 sheets of paper. This summary schedule will, after contract award, be replaced with a project schedule as required by Section 01 32 01.00 10: Project Schedule shall have the same minimal requirements described herein. The length of the schedule can match the proposed contract duration but not exceed it. If it is shorter than the proposed contract duration, it is binding. The schedule at a minimum must include the following activities.

i. Kick-Off Meeting

ii. Submission of quality control and safety plans

iii. Procurement of Permitting documentation

iv. Procurement for material and equipment such as switchgear, mechanical systems and other items

that have long lead times as to not delay completion

v. Mobilization

vi. Demobilization

vii. Site Clearing/Demo

viii. Rough Grading

ix. Building Foundations

x. Building Erection

xi. Interior Finishes

xii. Finish Grading

xiii. Play Area Construction

xiv. Site Lighting and Landscaping

xv. Site Curbs Gutters and Paving

xvi. Commissioning

xvii. Demobilization

xviii. Physical work completion

xix. Beneficial Occupancy Date

xx. Turn-over of laydown and storage area to Government

xxi. Contract Closeout

Schedule submission must include the following for each activity: activity duration, early start, early finish, late start and late finish, float, predecessors and successors. This information can be provided in table format or graphically.

The time to complete the project and turnover to the Government must consider the requirement for the Contractor's CQC completion inspection and the subsequent joint Contractor- Government turnover inspection.

The schedule must include all anticipated commissioning activities, and clearly indicate accurate logic and succession of commissioning activities. The schedule must include sufficient time to complete all commissioning requirements in accordance with the RFP.

Submit a narrative discussing the project's critical path. The critical path must be shown on the summary level schedule. Discuss critical path activities that have the greatest risk to project delivery including destructive testing early. Discuss how your schedule mitigates those risks and what measures you will take to ensure the project is delivered on time. Submit narrative discussing submittal procedures and linkage of submittal register to scheduled activities. Include in the submittal narrative a list of materials and equipment, such as mechanical systems and switchgear, that has long lead times, and how these items will be procured without causing a delay in construction completion. In the narrative, discuss how the schedule accounts for management of the submittal process and lead time is reflected in the submittal register to meet activity early start date. Discuss internal procedures for preventing late submittal submission to minimize time growth. Identify any constraints on the schedule presented (e.g., labor or material availability, weather, permits, etc.).

The narrative and summary schedule must also discuss all preconstruction activities, anticipated durations of the shutdown of utilities/equipment, anticipated closures of roadways and parking.

4.4.1 EVALUATION CRITERIA

The SSEB will evaluate the schedule, the narrative, and the phasing plan to assess the offeror's understanding of the project scope, restrictions which must be considered in the schedule (e.g., long lead items, etc.). The SSEB will evaluate the strength of understanding of all elements required in the submission and the offeror's capability to schedule the complete project within the proposed contract duration and the realism of the schedule. A schedule, narrative, and phasing plan that offer advantage(s) to the Government over one that merely indicates an adequate understanding of the scope, restrictions, major milestones and general understanding of the various events that can affect start and completion of construction will receive additional consideration. Elements the Government may consider advantageous include, but are not limited to:

i. Plan to reduce risks and mitigate schedule growth.

ii. Minimum 30 Calendar Day Early Contract Completion Date. A logical and realistic approach to early completion must be demonstrated.

iii. Plan to effectively identify long-lead materials and equipment early on during construction in order to procure and install without causing delays.

iv. Narratives which demonstrate understanding of USACE schedule management tools and techniques

v. Narratives which provide actionable insight to the Government

The proposal may be assigned weaknesses for (the following list does not encompass all possible weaknesses):

i. Schedules that demonstrate a lack of understanding of the project schedule timing described in the contract documents.

The Government will evaluate the strengths, weaknesses, and any deficiencies in the schedule, the narrative, and the phasing plan focused on logic, task duration and critical path.

The Government will not award to an Offeror who receives an Unsatisfactory rating for this factor.

4.4.2 RATING GUIDELINES FOR FACTOR 2

Combined Technical/Risk Rating Method

The combined technical/risk rating includes consideration of risk in conjunction with the strengths, weaknesses, significant weaknesses, uncertainties, and deficiencies in determining technical ratings.

Combined Technical/Risk Rating Method

Color Rating	**Adjectival Rating**	**DESCRIPTION**
Blue	Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and/or at least one significant strength, and risk of unsuccessful performance is low.
Purple	Good	Proposal 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.
Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Yellow	Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.

Red	Unacceptable	Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of performance is unacceptably high. Proposal is unawardable.

The Government will not award to an Offeror that receives an Unacceptable rating in this factor.

4.5 VOLUME 1 - FACTOR 3 - ORGANIZATION APPROACH

The Organization Approach Factor consists of an organizational chart and narratives. Factor 3 proposal must include the following:

i. An Organizational Chart(s) showing lines of communication and reporting between the prime and subcontractors; and decision making authority. Also identify who will be the primary POC for communication with USACE.

ii. Describe what firms, their resources and how their resources will be utilized, their roles and responsibilities and any contractual arrangements that will be established.

iii. Present a matrix of responsibilities for each firm in executing the key work breakdown structure activities of the project, including construction activities for each major feature. The Offeror should identify any specific firms chosen as key subcontractors for Concrete Mix Design, Paving, Airfield Lighting Vault, Power/Electrical, Lighting & Controls and Site Work; or indicate self- performance. In order for a firm other than the Offeror to contribute to the Offeror's organizational approach, document unequivocal teaming arrangements with firms(s) and key subcontractors.

4.5.1 Evaluation Criteria

The Government places a higher value on an Offeror that provides demonstrates elevated clarity and strength of the overall organization and how well it is organized, structured and staffed to execute the entire scope of work.

Organizational Approach items the Government may consider advantageous include, but are not limited to:

i. Having a dedicated scheduler attend meetings.

ii. Having a dedicated scheduler on-site.

iii. Higher frequency of in-person participation and site visits from the PM.

iv. In-person participation from the PM during site activities related to the concrete mix design development and/or concrete placement.

v. Demonstrating how the change management process will minimize cost and schedule impacts.

4.5.2 RATING GUIDELINES FOR FACTOR 3

Combined Technical/Risk Rating Method

The combined technical/risk rating includes consideration of risk in conjunction with the strengths, weaknesses, significant weaknesses, uncertainties, and deficiencies in determining technical ratings.

Color Rating	**Adjectival Rating**	**DESCRIPTION**
Blue	Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths and /or at least one significant strength, and risk of unsuccessful performance is low.
Purple	Good	Proposal 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.
Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful

		performance is no worse than moderate.
Yellow	Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Red	Unacceptable	Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of performance is unacceptably high. Proposal is unawardable.

The Government will not award to an Offeror that receives an Unacceptable rating in this factor.

5.0 VOLUME 2 - FACTOR 4--SMALL BUSINESS PARTICIPATION PLAN & PAST UTILIZATION OF SMALL BUSINESS

The Offeror shall use Attachment 4 as a form to provide the following required information in a clear concise manner.

5.1 VOLUME 2 - FACTOR 4 - TAB A SMALL BUSINESS PARTICIPATION PLAN

In accordance with Defense FAR Supplement (DFARS) 215.304(c)(i), the extent to which Offerors identify and commit to small business performance of the contract shall be evaluated. Offerors shall submit a Small Business Participation Plan (SBPP) which specifies the Offeror's level and degree of commitment to small business utilization/participation in performance of this requirement. An SBPP is required from all Offerors, including companies with commercial plans and comprehensive subcontracting plans.

All Offerors shall identify the extent to which Small Businesses (SBs), Veteran-Owned Small Businesses (VOSBs), Service-Disabled Veteran-Owned Small Businesses (SDVOSBs), HUBZone Small Businesses, Small Disadvantaged Businesses (SDBs), and Woman-Owned Small Businesses (WOSBs) would be utilized in the performance of this proposed contract. For small businesses, as defined by the North American Industry Classification System (NAICS) Code

applicable to this solicitation, the Offerors shall identify their own participation as a SB, VOSB, SDVOSB, HUBZONE SB, SDB, or WOSB and it will be considered in evaluating the Participation of Small Business factor.

Address the following information in detail. Provide the names of SB, VOSB, SDVOSB, HUBZONE SB, SDB, and WOSB who would participate in the proposed contract, identifying specific type of services or supplies to be subcontracted by small businesses, and the estimated total dollars for such work.

Large business contractors may achieve the small business participation goals through subcontracting to small businesses. Small business contractors may achieve small business participation goals through their own performance/participation as a prime and also through a joint venture, teaming arrangement, and subcontracting to other small businesses. A small business prime is not required to subcontract to other small businesses in order to achieve the small business participation goals.

All Offerors (both large and small businesses) will be evaluated on the level of proposed participation of U.S. small businesses in the performance of acquisition (as small business prime Offerors or small business subcontractors) relative to the objectives and goals established herein.

5.2 GOAL REGARDING THE PARTICIPATION OF SMALL BUSINESS CONCERNS

5.2.1 Application. This clause applies to all Offerors submitting proposals.

5.2.2 Goals. The U.S. Army Corps of Engineers considers the following goals for Small Business Participation, reasonable and achievable for the performance of the resultant contract:

a. 12% of total contract amount with small business concerns (SB).

5.2.3 Socio-Economic Goals: The U.S. Army Corps of Engineers considers the following socio-economic goals for Small Business Participation, reasonable and achievable for the performance of the resultant contract:

a. 4% of total contract amount with those small business concerns owned and controlled by socially and economically disadvantaged individuals (SDB, including 8(a)).

b. 3% of total contract amount with those small business concerns owned and controlled by women (WOSB).

c. 2% of total contract amount with those small business concerns owned and controlled by Service-Disabled Veterans (SDVOSB).

d. 1% of total contract amount with those small business concerns owned and controlled by HUBZones.

e. 2% of total contract amount with those small business concerns owned and controlled by Veterans (VOSB).

Note: Socio-Economic goal percentages listed are to be part of the total percentage submitted to meet or exceed the 12% small business goal identified in 5.5.2(b)(i) (not in addition to).

Note: Offerors shall provide both the percentage and total dollars to be performed by small businesses and each subcategory (based on the total contract value). The Small Business Deputy will verify the total proposed price (not individual cost elements), and any subcontracting information with the Cost/Price team to ensure the dollar amounts are consistent with what is being proposed in the SBPP. If an Offeror does not use the value of their total acquisition to base their participation goals on it will result in a Deficiency.

Note: If an Offeror is unable to meet the full RFP participation goals for any of the socioeconomic categories (e.g., HUBZone, WOSB, etc.), the Offeror must provide an explanation as to why the participation goal(s) cannot be met and/or what actions will be taken to increase the participation for any of the socioeconomic participation goal categories the Offeror is unable to meet.

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

i. The extent to which such firms, as defined in FAR Part 19, are specifically identified in plans;

ii. The extent of commitment to use such firms (enforceable commitments will be weighted more heavily than non-enforceable ones);

iii. Identification of the complexity and variety of the work such firms are to perform;

iv. The extent to which the Offeror meets or exceeds the goals, as indicated herein in terms of percentage of the total value of the acquisition;

v. Past performance of the Offerors in complying with requirements of the clauses at FAR 52.219-8, Utilization of Small Business Concerns, and 52.219-9, Small Business Subcontracting Plan.

5.3 VOLUME 2 - FACTOR 4 - TAB B - PAST UTILIZATION OF SMALL BUSINESS

5.3.1 Submission Requirements: Provide a description of the Offeror's performance, over the past seven (7) calendar years, in complying with the requirements of FAR 52.219-8, Utilization of Small Business Concerns, including description and available documentation of the methods employed to promote small business utilization and the internal methods used to monitor such utilization. Factor 4, Small Business Participation Plan (TAB A), also required in the Source Selection phase, and the Subcontracting Plan required prior to award if requested by the Contracting Officer, are both separate and different requirements than Factor 4 (TAB B), Past Utilization of Small Business.

5.3.2 Past performance of the Offeror in complying with the requirements of the clauses at FAR 52.219-8, Utilization of Small Business Concerns, and, for all large business Offerors, FAR 52.219-9, Small Business Subcontracting Plan (JUL 2013), based on the Offeror's presentation of facts,

details of efforts and successes in complying with the clause(s) on Federal contracts. Offerors must show documentation of reasonable efforts in complying with the clause for a "Satisfactory" rating.

5.3.3 Offerors who are large, as defined by the North American Industry Classification System (NAICS) Code applicable to this solicitation, shall provide a description of their performance over the past seven (7) calendar years in complying with the requirements of FAR 52.219-8, Utilization of Small Business Concerns, and/or FAR 52.219-9, Small Business Subcontracting Plan, including documentation of their accomplishment on prior contracts with any Federal Agency. For Large Business: Summary Subcontracting Report (SSR) system located at

https://www.esrs.gov3. 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-protege relationships, should be provided. Contractors using the Electronic Subcontracting Reporting System (eSRS) with non-DoD agencies may submit a Summary Subcontracting Report (SSR) for plan type individual. The SSR is the former SF-295. USACE is using eSRS effective October 2008.

5.3.4 Large businesses that have never held a contract incorporating FAR 52.219-8 and/or FAR 52.219-9 shall so state. Large Businesses may use company records to document Past Utilization of Small Business.

5.3.5 Small business utilization for each of the projects submitted under Factor 1 shall be included in this section. Information to be provided includes:

a. Extent and type of work you subcontracted out.

b. Type of firm subcontracted to (LB, SDVOSB, WOSB, etc.).

c. Company subcontracted to.

d. Subcontracted company's address.

e. Subcontracted company's DUNS.

f. Subcontracted company's NAICS.

g. Amount subcontracted to small business.

h. Details of efforts and successes in complying with the clauses(s) of Federal contracts.

i. Explanation for no prior performance information.

5.4 RATING GUIDELINES FOR FACTOR 4 - SMALL BUSINESS

RATINGS DESCRIPTION

RATINGS	DESCRIPTION
Outstanding	Proposal indicates an exceptional approach and understanding of the small business objectives.
Good	Proposal indicates a thorough approach and understanding of small business objectives.
Acceptable	Proposal indicates an adequate approach and understanding of the small business objectives.
Marginal	Proposal has not demonstrated an adequate approach and understanding of the small business objectives.
Unacceptable	Proposal does not meet small business objectives.

The Government will not award to an Offeror that receives an Unacceptable rating in this factor.

6.0 VOLUME 3 - PRICE AND PRO FORMA INFORMATION

GENERAL: Submit the Pro Forma information in a separate electronic file labeled: "Volume 3 - Pro Forma Requirements."

6.1 VOLUME 3 TAB A - PRICE (STANDARD FORM 1442 AND CONTRACT LINE ITEM SCHEDULE)

Submission Requirements: Submit the properly filled out and executed SF 1442, along with the CLIN Schedule, containing proposed line item and total pricing, as well as the proposed contract duration. The base contract price plus options items prices will be the total evaluated price (TEP). This price will be used for the purposes of tradeoff.

Evaluation Criteria:

6.1.1 Price will not be rated or scored, but will be evaluated for fairness and reasonableness through the use of a price analysis by the Price Evaluation Board (PEB). The PEB will also check for appearance of unbalanced line item prices. Offerors are cautioned to distribute direct costs, such as material, labor, equipment, subcontracts, etc. and to evenly distribute indirect costs, such as job overhead, home office overhead, bond, etc., to the appropriate contract line items. Both parties shall presume that field overhead costs through the proposed contract duration are inclusive in the offered price for the contract.

6.1.2 Supplemental Cost Breakdown. A cost breakdown of the Contract Line items in a sealed envelope marked "Cost Breakdown Information", in Excel format shall be provided with the offeror's proposal. The Cost Breakdown shall provide enough detail for the Government to ascertain how the Contract Line Items were derived in terms of labor, materials and equipment. This supplemental price breakdown information may be used to assist the Government in performing the price evaluations described above.

6.1.3 The Government reserves the right to accept other than the lowest priced offer or to reject all offers. The Government will not award a contract to an Offeror whose proposal contains a Deficiency, as defined in FAR 15.001. If there is a lower priced, conforming offer(s), the Source Selection Authority must determine that the added value of a more expensive proposal (within an acceptable range) would justify award to that Offeror.

6.2 VOLUME 3 - TAB B - BID GUARANTEE

6.2.1 Submission Requirements: Submit the Bid Bond in accordance with the solicitation request for proposals. If the Offeror cannot provide a Bid Guarantee in accordance with FAR 52.228-1, the Offeror's proposal may be rejected as ineligible for award.

6.2.2 Evaluation Criteria: This item is not rated. The Government will review the Bid Bond for legal sufficiency. The Bond must be legally sufficient.

6.3 VOLUME 3 TAB C - SELF-PERFORMED WORK

6.3.1 Submission Requirements: The Firm shall confirm that it understands and that it shall perform the amount of work required to be self-performed, in accordance with the appropriate clause in Section 00 70 00 that applies to the contract performance.

6.3.2 Evaluation Criteria: This item is not rated. In order to assure adequate interest in and supervision of all work, the Contractor shall be required to perform a significant part of the contract with its own forces. This public policy is expressed in various Statutes, as well as in the Federal Acquisition Regulations and in the Small Business Administration Code of Federal Regulations. The Firm must confirm that it understands the amount of work performed, based on the status of the firm, and that it will self-perform the required amount of work with its own forces. For purposes of these clauses, work that is performed off-site, such as factory fabrication or factory assembly of modules, or direct design work, may also be taken into account as self- performed work.

6.4 TAB D - REQUIRED PRE-AWARD INFORMATION

6.4.1 Submission Requirements:

Submit this information for the Contracting Officer's determination of Offeror responsibility, which includes, but is not limited to the following:

(1) A list of present commitments, including the dollar value thereof, and name of the organization under which the work is being performed. Include names and telephone numbers of personnel within each organization who are familiar with the prospective contractor's performance.

(2) A certified statement listing; (1) each contract awarded within the preceding three month period exceeding $1,000,000.00 in value with a brief description of the contract; and (2) each contract awarded within the preceding three year period not already physically completed and exceeding $3,500,000.00 in value with a brief description of the contract.

(3) If the prospective contractor is a joint venture, each joint venture member will be requiredto submit the above defined certification.

One copy of the following information shall be provided:

(4) Proof of Financial Ability (Most recent financial statement covering assets and liabilities)

(5) Number of years the firm has been in business

(6) Name, address and telephone number of firm's bonding company

(7) Information showing Offeror's bond-ability for this project. Include the bond rate.

(8) Name, address and telephone numbers of two credit/trade references.

6.4.2 Evaluation Criteria: In addition to the other proposal information, the Contracting Officer shall use this information in making an affirmative responsibility determination for award to the successful Offeror, in accordance with FAR Part 9.

6.5 TAB E - REPRESENTATIONS & CERTIFICATIONS

SUBMISSION REQUIREMENTS: Confirm that the Offeror's representations and certifications have been completed and are up to date on the SAM.gov website and also include hard copies under this Tab.

EVALUATION CRITERIA: The representations and certifications submitted under this tab and online will be reviewed to ensure the Offeror's representations are consistent, accurate, and in accordance with regulation. It will not be rated.

In addition to the other proposal information, the Contracting Officer shall use this information in making an affirmative responsibility determination for award to the successful Offeror, in accordance with FAR Part 9.

See the following attachment:

Attachment 1

Attachment 2

Attachment 3

Attachment 4

Attachment 5

Appendix A, D, G,F

*** END OF NARRATIVE ***

Section 00 22 00 - Supplementary Instructions

FAR Provisions Incorporated by Reference

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

Section 00 22 16 - Supplementary Instructions to Proposers

Fort Hamilton NY

Small Child Development Center

W912DS26RA018

Amendment 0001

AMENDMENT 0001 to DRAWINGS and SPECIFICATIONS for Small Child Development Center, Fort Hamilton NY.

TO OFFERORS

The following changes shall be made to the drawings and specifications.

DRAWINGS

1. The following DRAWINGS have been REVISED but NOT REISSUED:

- None

2. The following DRAWINGS have been REVISED and REISSUED:

- A504 - Wall Details

3. The following DRAWINGS have been ADDED:

- IN101 - Interior Finish Plan Area A

4. The following DRAWINGS have been DELETED:

- None

SPECIFICATIONS

1. The following SPECIFICATION SECTIONS have been ADDED and are provided in their entirety herein:

- None

2. The following SPECIFICATIONS SECTIONS have been DELETED in their entirety:

- None

3. The following SPECIFICATIONS SECTIONS have been REVISED and REISSUED:

- None

4. None The following SPECIFICATIONS have been REVISED but NOT REISSUED:

- None

PROPOSER'S QUESTIONS AND GOVERNMENT REPLY

Questions that may be of general interest to all Offerors and/or the Government and that are not readily answered by the proceeding changes will appear below. These questions may have been paraphrased or altered to represent several questions regarding the same subject and/or simply revised to clarify and simplify the question(s). Questions and answers are issued to the Offerors "for information only" and do not revise the solicitation, plans or specifications.

Q1:

1.Technical Requirement _Factor 1-Past Performance: Relevant past performance states a. Scope: Similar scope is defined as projects with the new construction of buildings. Complexity: Similar complexity is defined as projects demonstrating successful construction of building structures, kitchen facilities, HVAC, water, sewer, plumbing, electrical systems, fire protection, communication systems, lighting, landscaping, playground areas, paving, grading and

drainage.

Query: Could you please confirm whether multi-trade, extensive renovation and repair projects would be considered relevant past performance for this requirement?

Response 1: Renovation and Repair projects will be considered less relevant than new construction projects, but the degree of relevancy will be based on the description of work performed.

Q2:

2. The solicitation project title identifies this requirement as a Design-Build project. However, based on our review, it appears to be a Design-Bid-Build effort since R.T.A. drawings have been provided.

Could you please confirm the intended project delivery method?

Response 2: It is Design-Bid-Build effort

Q3:

3. CPARS can be used in-lieu of PPQ?

Response 3: Yes, CPARS can be used in-lieu of PPQ.

Q4: The drawing size as saved do not match the actual size of the drawing thus the scale is incorrect and does not match what is represented on the drawings. Please resize the document settings so actual full size drawings are set and re-issue to all.

Response 4: Please provide further clarification regarding which specific sheets within the set have conflicting scales.

Q5: Please Confirm amount Required for Bid Bond

Response 5: Clause 52.228-1 added. "The amount of the bid guarantee shall be 20 percent of the bid price or $3,000,000.00, whichever is less."

Q6: Drawing IN 101 - IFP Area is missing please provide.

Response 6: It has been provided in the re-issued set.

Q7: The Table of Contacts lists drawing T-507 but this drawing was not included in the file for Telecommunications. There are 2 sets of Kitchen Equipment drawings QF-101 through QF-108, please clarify what the difference is between the two sets. The drawing downloads contain 75662-FH-CDC Drawings 25 March 26.pdf which contain blank pages and appear the be a duplicate of the Corrected RTA Drawings. Please clarify if these drawings contain pertinent information to this project that the other drawings do not have, if not can they be disregarded ?

Response 7: There is no T-507 sheet. Index will be updated to reflect.

The additional Kitchen equipment has been removed.

Q8: Will there be a scheduled walk through of the site where Can GCs and Subcontractors attend? If not please advise how we can set one up

Response 8: Yes - Site Visit date is scheduled for 10:00 Thursday 25 June 2026. A Visitor request form for each individual must be submitted to the USACE PM, Andrew Andreeko at andrew.a.andreeko@usace.army.mil a minimum of 2 days prior to the site visit. The visitor request form is attached to this amendment. Visitors are also required to have a real ID or Passport on the day of the site visit to gain access to the Installation. All individuals are to meet at the Fort Hamilton Visitor Center at 10:00 and we will proceed to the site together as a group. No photos will be permitted on-site or within the Installation.

Q9: Due to the reissuance of drawings and issuing new missing drawing we request a 2 week bid extension from the date of release of missing information / Addenda.

Response 9: Proposals due date has been extended to 09 July 2026.

*** END OF NARRATIVE ***

Section 00 45 00 - Representations and Certifications

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	2024-09		
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	2017-01		
52.223-4	Recovered Material Certification.	2008-05		
52.229-12	Tax on Certain Foreign Procurements.	2021-02		

DFARS Provisions Incorporated by Reference

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

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

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.209-7	Information Regarding Responsibility Matters. (Deviation)	2026-02		

Information Regarding Responsibility Matters (Feb 2026) (Deviation)

(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)

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

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

(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)

252.209-7002	Disclosure of Ownership or Control by a Foreign Government.	2022-12

DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT

(DEC 2022)

(a) Definitions. As used in this provision-

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government"-

(i) Means-

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means-

(i) Top Secret information;

(ii) Communications security (COMSEC) material, excluding controlled cryptographic items when unkeyed or utilized with unclassified keys;

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 4874.

(c) Disclosure. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure (Name and Phone Number with Country Code, City Code and Area Code, as applicable)

_____

Name and Address of Offeror

_____

Name and Address of Entity Controlled by a Foreign Government
Description of Interest, Ownership Percentage, and Identification of Foreign Government

_____ _____

(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
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data -- Modifications (DEVIATION 2022-O0001)	2026-02	Deviation 2022-O0001	2021-10
52.215-12	Subcontractor Certified Cost or Pricing Data (DEVIATION 2022-O0001)	2026-02	Deviation 2022-O0001	2021-10
52.215-13	Subcontractor Certified Cost or Pricing Data -- Modifications (Deviation 2022-O0001)	2026-02	Deviation 2022-O0001	2021-10
52.222-3	Convict Labor. (Deviation)	2026-02		
52.222-7	Withholding of Funds. (Deviation)	2026-02		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation)	2026-02		
52.240-91	Security Prohibitions and Exclusions. (Deviation)	2026-02		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date

252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials. (Alternate I)	2014-09	Alternate I	2014-09
252.226-7003	Drug-Free Work Force.	2024-08		
252.232-7004	DoD Progress Payment Rates (DEVIATION 2020-O0010)	2014-10	Deviation 2020-O0010	2020-03
252.235-7003	Frequency Authorization. (Alternate I)	2014-03	Alternate I	2014-03

FAR Clauses Incorporated by Full Text

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

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

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220[insert NAICS code].

(2) The small business size standard is $47,000,000.00[insert size standard].

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

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

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

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

(b)

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

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

(i) **X** Paragraph (d) applies.

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

(c)

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

(xiv) [Reserved]

(xv) [Reserved]

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

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

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

(xix) [Reserved]

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

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

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

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

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

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

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

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

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

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

[*Contracting Officer check as appropriate.*]

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

(ii) 52.204-20, Predecessor of Offeror.

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

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

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

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

FAR Clause # Title Date Change
_____

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

(End of provision)

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

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

(a) Definitions. As used in this clause-

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

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

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

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

(3) Additional bond protection.

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

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

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

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

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

(End of clause)

Section 00 72 00 - General Conditions

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.202-1	Definitions.	2020-06		
52.203-3	Gratuities.	1984-04		
52.203-5	Covenant Against Contingent Fees.	2014-05		
52.203-6	Restrictions on Subcontractor Sales to the Government.	2020-06		
52.203-7	Anti-Kickback Procedures.	2020-06		
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	2014-05		
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	2014-05		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	2020-06		
52.203-13	Contractor Code of Business Ethics and Conduct.	2021-11		
52.203-16	Preventing Personal Conflicts of Interest.	2020-06		
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 Subcontract Awards. (Deviation)	2026-02
52.204-13	System for Award Management-Maintenance. (Deviation)	2026-02
52.204-14	Service Contract Reporting Requirements. (Deviation)	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)	2026-02
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation)	2026-02
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation)	2026-02
52.210-1	Market Research. (Deviation)	2026-02
52.211-13	Time Extensions.	2000-09
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data.	2011-08

52.215-15	Pension Adjustments and Asset Reversions. (Deviation)	2026-02
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions. (Deviation)	2026-02
52.215-19	Notification of Ownership Changes. (Deviation)	2026-02
52.215-23	Limitations on Pass-Through Charges. (Deviation)	2026-02
52.219-9	Small Business Subcontracting Plan. (Deviation)	2026-02
52.219-16	Liquidated Damages-Subcontracting Plan. (Deviation)	2026-02
52.219-33	Nonmanufacturer Rule. (Deviation)	2026-02
52.222-1	Notice to the Government of Labor Disputes. (Deviation)	2026-02
52.222-4	Contract Work Hours and Safety Standards-Overtime Compensation. (Deviation)	2026-02
52.222-6	Construction Wage Rate Requirements. (Deviation)	2026-02
52.222-8	Payrolls and Basic Records. (Deviation)	2026-02
52.222-9	Apprentices and Trainees. (Deviation)	2026-02
52.222-10	Compliance with Copeland Act	2026-02

	Requirements. (Deviation)	
52.222-11	Subcontracts (Labor Standards). (Deviation)	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)	2026-02
52.222-15	Certification of Eligibility.	2014-05
52.222-19	Child Labor-Cooperation with Authorities and Remedies. (Deviation)	2026-02
52.222-30	Construction Wage Rate Requirements-Price Adjustment (None or Separately Specified Method).	2018-08
52.222-35	Equal Opportunity for Veterans. (Deviation)	2026-02
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation)	2026-02
52.222-37	Employment Reports on Veterans. (Deviation)	2026-02
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation)	2026-02
52.222-50	Combating Trafficking in Persons. (Deviation)	2026-02

52.222-54	Employment Eligibility Verification. (Deviation)	2026-02
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026. (Deviation)	2026-02
52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation)	2026-02
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	2026-04
52.223-5	Pollution Prevention and Right-to-Know Information.	2024-05
52.223-23	Sustainable Products. (Deviation)	2026-02
52.224-3	Privacy Training.	2017-01
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
52.227-4	Patent Indemnity-Construction Contracts.	2007-12
52.228-5	Insurance-Work on a Government Installation.	1997-01
52.228-12	Prospective Subcontractor Requests for Bonds.	2022-12
52.229-3	Federal, State, and Local Taxes.	2013-02

52.232-8	Discounts for Prompt Payment.	2002-02		
52.232-17	Interest.	2014-05		
52.232-23	Assignment of Claims.	2014-05		
52.232-27	Prompt Payment for Construction Contracts.	2017-01		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10		
52.232-39	Unenforceability of Unauthorized Obligations.	2013-06		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03		
52.233-1	Disputes. (Deviation)	2026-02		
52.233-1	Disputes. (Deviation) (Alternate I)	2026-02	Alternate I	2026-02
52.233-3	Protest after Award. (Deviation)	2026-02		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation)	2026-02		
52.236-2	Differing Site Conditions. (Deviation)	2026-02		
52.236-3	Site Investigation and Conditions Affecting the Work. (Deviation)	2026-02		
52.236-5	Material and Workmanship. (Deviation)	2026-02		
52.236-6	Superintendence by the Contractor. (Deviation)	2026-02		

52.236-7	Permits and Responsibilities. (Deviation)	2026-02
52.236-8	Other Contracts. (Deviation)	2026-02
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (Deviation)	2026-02
52.236-10	Operations and Storage Areas. (Deviation)	2026-02
52.236-11	Use and Possession Prior to Completion. (Deviation)	2026-02
52.236-12	Cleaning Up. (Deviation)	2026-02
52.236-13	Accident Prevention. (Deviation)	2026-02
52.236-14	Availability and Use of Utility Services. (Deviation)	2026-02
52.236-15	Schedules for Construction Contracts. (Deviation)	2026-02
52.236-17	Layout of Work. (Deviation)	2026-02
52.236-21	Specifications and Drawings for Construction. (Deviation)	2026-02
52.242-5	Payments to Small Business Subcontractors.	2017-01
52.242-13	Bankruptcy.	1995-07
52.242-14	Suspension of Work.	1984-04
52.243-4	Changes. (Deviation)	2026-02

52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation)	2026-02
52.246-12	Inspection of Construction.	1996-08
52.246-21	Warranty of Construction.	1994-03
52.247-15	Contractor Responsibility for Loading and Unloading.	1984-04
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels. (Deviation)	2026-02
52.247-68	Report of Shipment (REPSHIP).	2006-02
52.249-2	Termination for Convenience of the Government (Fixed-Price).	2012-04
52.249-4	Termination for Convenience of the Government (Services) (Short Form).	1984-04
52.249-10	Default (Fixed-Price Construction).	1984-04
52.253-1	Computer Generated Forms. (Deviation)	2026-02

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	1991-12		

252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	2023-01
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12
252.203-7003	Agency Office of the Inspector General.	2019-08
252.203-7004	Display of Hotline Posters.	2023-01
252.204-7000	Disclosure of Information.	2016-10
252.204-7003	Control of Government Personnel Work Product.	1992-04
252.204-7004	Antiterrorism Awareness Training for Contractors.	2023-01
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	2024-05
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01
252.205-7000	Provision of Information to Cooperative Agreement Holders.	2024-10
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is	2019-05

	a State Sponsor of Terrorism.	
252.219-7003	Small Business Subcontracting Plan (DoD Contracts).	2019-12
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements.	2023-01
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	2014-09
252.223-7008	Prohibition of Hexavalent Chromium.	2023-01
252.225-7012	Preference for Certain Domestic Commodities.	2022-04
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings.	2023-01
252.225-7021	Trade Agreements.	2024-02
252.225-7048	Export-Controlled Items.	2013-06
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	2023-01
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	2023-06
252.226-7001	Utilization of Indian	2023-01

	Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	
252.227-7013	Rights in Technical Data-Other Than Commercial Products and Commercial Services.	2025-08
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12
252.232-7010	Levies on Contract Payments.	2006-12
252.232-7011	Payments in Support of Emergencies and Contingency Operations.	2013-05
252.234-7001	Notice of Earned Value Management System.	2008-04
252.236-7000	Modification Proposals--Price Breakdown.	1991-12
252.243-7001	Pricing of Contract Modifications.	1991-12
252.243-7002	Requests for Equitable Adjustment.	2022-12
252.246-7004	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
52.203-14	Display of Hotline Poster(s).	2021-11		

Display of Hotline Poster(s) (Nov 2021)

(a) *Definition.*

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)-

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites-

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s)	Obtain from
DoD Hotline Poster and Brochure	ttps://www.dodig.mil/Components/Administrative-Investigations/DoD-Hotline/Hotline-Posters/ www.dodig.mil/hotline
___	___

(*Contracting Officer shall insert-*

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract-

(1) Is for the acquisition of a commercial product or commercial service; or

(2) Is performed entirely outside the United States.

(End of clause)

52.211-12	Liquidated Damages-Construction.	2000-09

Liquidated Damages-Construction (Sept 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **$3800.00** 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.

(c) The "second tier" demurrage shall be assessed at the rate calculated below in the event the contractor fails to complete documented punchlist items after the date of beneficial occupancy: **$950.00/day.**

(d) 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

(End of clause)

52.219-14	Limitations on Subcontracting. (Deviation 2026-O0038)	2026-02

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

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

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

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

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

(c) Applicability. This clause applies only to-

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

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

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

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

(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105,

19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and

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

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

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

(End of clause)

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

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

(a) Definitions. As used in this clause-

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

Small business concern-

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

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

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

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

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

(3) For long-term contracts-

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

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

thereafter.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

licenses and permits) in connection with hazardous material.

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

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

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

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

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

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

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

(End of clause)

52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items.	2008-05

Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)

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

*Postconsumer material*means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall-

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to:

USACE New York District

Attn: Francis Cashman

26 Federal Plaza rm 16-300 New York NY 10278.

(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:

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

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

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

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

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

(2) [Reserved]

(3) [Reserved]

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

(1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent

plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.

(2) [Reserved]

(3) [Reserved]

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

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

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

(1)

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and

a completed price comparison table in the format in paragraph (d) of this clause.

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

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

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

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

[Include other applicable supporting information.]

(End of clause)

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

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

(a) Definitions. As used in this provision-

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

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if-

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

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

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

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

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

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

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

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

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

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

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

(g) A taxpayer may, for a fee, seek advice from the IRS as to the proper tax treatment of a

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

(End of provision)

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

Payments under Fixed-Price Construction Contracts (May 2014)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

____ (Name)

____ (Title)

____ (Date)

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

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

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

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

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

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

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

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

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

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

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

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

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

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

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

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

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

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

(End of clause)

52.232-16 Progress Payments. (Deviation) 2026-02

Progress Payments (Feb 2026) (Deviation)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of $2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under Federal Acquisition Regulation (FAR) 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors-

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for-

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than $2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) *Liquidation.* Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) *Reduction or suspension.* The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) of this clause).

(2) Performance of this contract is endangered by the Contractor's (i) failure to make progress or (ii) unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) of this clause, and that rate is less than the progress payment rate stated in subparagraph (a)(1) of this clause.

(d) *Title.*

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) *Property,* as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (d)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract, e.g., the termination clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated

progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not-

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).

(f) *Control of costs and property.* The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) *Reports, forms, and access to records.*

(1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) *Special terms regarding default.* If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress

payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) *Reservations of rights.*

(1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) *Financing payments to subcontractors.* The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to-

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments-

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its *Alternate I* for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments-

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial product or commercial service financing payments, the terms of the subcontract or interdivisional order concerning payments-

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial product or commercial service purchase that meets the definition and standards for acquisition of commercial products and commercial services in FAR parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in FAR 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) *Limitations on undefinitized contract actions.* Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A *contract action* is any action resulting in a contract, as defined in 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. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) *Due date.* The designated payment office will make progress payments on the **14th day** after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite-delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

52.232-32 Performance-Based Payments. 2012-04

Performance-Based Payments (Apr 2012)

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 14th[Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (a) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's-

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for

performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not-

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under

the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall-

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause-

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the

Contractor shall make the following certification in each request for performance-based payment:

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

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on ____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on ____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated ____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

52.248-3 Value Engineering-Construction. 2025-10

Value Engineering-Construction (Oct 2025)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract

savings realized from accepted VECP's, in accordance with paragraph (f) of this clause.

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

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

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

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

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

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

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

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

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in paragraphs (c)(1) through (7) of this clause. If the proposed change is

affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

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

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

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

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

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

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

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

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

(e) Government action.

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

the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.

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

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

(f) Sharing-

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

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

(ii) 75 percent for cost-reimbursement contracts.

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

(i) Accept the VECP;

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

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

(g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant

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

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

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

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

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

(End of clause)

52.252-2	Clauses Incorporated by Reference.	1998-02

Clauses Incorporated By Reference (Feb 1998)

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

https://www.acquisition.gov/far-overhaul/far-part-deviation-guide ____ ____[Insert one or more Internet addresses]

(End of clause)

52.252-4 Alterations in Contract. 1984-04

Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

TO BE DETERMINED

(End of clause)

52.252-6 Authorized Deviations in Clauses. 2020-11

Authorized Deviations in Clauses (Nov 2020)

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

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR 201) 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
252.223-7001	Hazard Warning Labels.	1991-12		

HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")

ACT

____ ____
____ ____
____ ____

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(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:

SEE Specifications		____

(End of clause)

Section 00 73 00 - Supplementary Conditions

AT-OPSEC

Access and general protection/security policy and procedures. Contractor and all associated subcontractor employees shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.2049, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

- For contractors that do not require CAC, but require access to a DoD facility or installation. Contractor and all associated subcontractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCICIII) and Terrorist Screening Database (Army Directive 201405/AR 19013), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative); or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

- iWATCH Training. The contractor and all associated subcontractors shall brief all employees on the local iWATCH Army program (training standards provided by the requiring activity ATO). This local developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance with the results reported to the COR NLT 45 calendar days after contract award.

- For contracts that require OPSEC Training. Per AR 5301, Operations Security, the contractor employees must complete Level I OPSEC Awareness training. New employees must be trained within 30 calendar days of their reporting for duty and annually thereafter.

252.222-7999 Combating Race and Sex Stereotyping (DEVIATION 2021-O0001)

Use this clause in solicitations and contracts, when a contract is contemplated that will include the clause at Federal Acquisition Regulation (FAR)

52.222-26, Equal Opportunity or its Alternate I.

COMBATING RACE AND SEX STEREOTYPING (DEVIATION 2021-O0001) (JAN 2021)

Notice: On December 22, 2020, the United States District Court for the Northern District of California issued a preliminary injunction, enjoining Sections 4 and 5 of Executive Order 13950 "Combating Race and Sex Stereotyping." So long as the December 22, 2020 preliminary injunction remains in force, the Government shall not enforce any provisions contained in Government contracts or subcontracts added pursuant to Section 4(a) of Executive Order 13950; the Government shall not cancel, terminate, suspend in whole or in part, any contractor or subcontractors' Government

contracts, nor declare any contractor or subcontractor ineligible for further Government contracts, nor impose any other sanctions, on the basis of

purported noncompliance with the Executive Order or any agency action implementing Section 4 or 5 of the Executive Order; and the Government will not require contractors or subcontractors to provide notice of any commitments under the Executive Order or any contract term inserted pursuant to the Executive Order to their respective labor unions or employee representatives. To the extent that you have included the Executive Order's provisions in subcontracts, please provide them with a copy of this notice.

(a) Definitions. As used in this clause-- "Race or sex scapegoating" means assigning fault, blame, or bias to a race or sex, or to members of a race or sex because of their race or sex. "Race or sex stereotyping" means ascribing character traits, values, moral and ethical codes, privileges, status, or beliefs to a race or sex, or to an individual because of his or her race or sex.

(b) Exemptions. The exemptions that apply to Executive Order (E.O.) 11246 (see FAR 22.807) also apply

to E.O. 13950 and the requirements of this clause.

(c) Compliance with E.O. 13950, Combating Race and Sex Stereotyping. Unless exempted under Paragraph (b) of this clause, the Contractor shall not use any workplace training that inculcates in its employees any form of race or sex stereotyping

or any form of race or sex scapegoating, including the concepts that--

(1) One race or sex is inherently superior to another race or sex;

(2) An individual, by virtue of his or her race or sex, is inherently racist, sexist, or oppressive, whether consciously or unconsciously;

(3) An individual should be discriminated against or receive adverse treatment solely or partly because of his or her race or sex;

(4) Members of one race or sex cannot and should not attempt to treat others without respect to race or sex;

(5) An individual's moral character is necessarily determined by his or her race or sex;

(6) An individual, by virtue of his or her race or sex, bears responsibility for actions committed in the past by other members of the same race or sex;

(7) Any individual should feel discomfort, guilt, anguish, or any other form of psychological distress on account of his or her race or sex; or

(8) Meritocracy or traits such as a hard work ethic are racist or sexist, or were created by a particular race to oppress another race.

(d) Notice. The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice provided below advising the labor union or workers' representative of the Contractor's commitments under this

clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

NOTICE E.O. 13950, Combating Race and Sex Stereotyping Employers Holding Federal Contracts or Subcontracts Contractors shall not use any workplace training that inculcates in its employees any form of race or sex stereotyping or any form of race or sex scapegoating, including the following

concepts that--

(1) One race or sex is inherently superior to another race or sex;

(2) An individual, by virtue of his or her race or sex, is inherently racist, sexist, or oppressive, whether consciously or unconsciously;

(3) An individual should be discriminated against or receive adverse treatment solely or partly because of his or her race or sex;

(4) Members of one race or sex cannot and should not attempt to treat others without respect to race or sex;

(5) An individual's moral character is necessarily determined by his or her race or sex;

(6) An individual, by virtue of his or her race or sex, bears responsibility for actions committed in the past by other members of the same race or sex;

(7) Any individual should feel discomfort, guilt, anguish, or any other form of psychological distress on account of his or her race or sex; or

(8) Meritocracy or traits such as a hard work ethic are racist or sexist, or were created by a particular race to oppress another race. For use in this notice-- "Race or sex scapegoating" means assigning fault, blame, or bias to a race or sex, or to members of a race or sex because of their race or sex; and "Race or sex stereotyping" means ascribing character traits, values, moral and

ethical codes, privileges, status, or beliefs to a race or sex, or to an individual because of his or her race or sex. Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under this notice should immediately contact the Office of Federal Contract Compliance Programs (OFCCP) Complaint Hotline to Combat Race and Sex Stereotyping at 202-343-2008 or via email at OFCCPComplaintHotline@dol.gov.

(End of notice)

(e) Noncompliance. In the event it is determined that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in E.O. 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in E. O. 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in all

subcontracts that exceed $10,000 and are not exempted by the rules, regulations, or orders of the

Secretary of Labor issued under E.O. 11246, as amended, so that these terms and conditions will be binding upon each subcontractor.

(2) The Contractor shall take such action with respect to any subcontract as the Director of OFCCP may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(End of clause)

CPARS

The Federal Acquisition Regulation (FAR) requires that Past Performance Information (PPI) be collected on DoD Contracts. The Contractor Performance Assessment Reporting System (CPARS) is a webenabled application the Supports the completion, distribution and retrieval of all contract performance evaluations. Contractor Representatives are responsible for reviewing and commenting on evaluations submitted on the Contractor Performance Assessment Reporting System (CPARS) website at: https://www.cpars.gov/index.htm.

Wage Rates

Subject: Initial Wage Rate for Construction of New Child Development Center, Fort Hamilton, NY

Affirmative Action GOALS:

The following goal ranges are applicable to the indicated trades in the counties of Bronx, Kings, New York, Queens, and Richmond.

Electricians 9.0 to 10.2

Carpenters 27.6 to 32.0

Steam fitters 12.2 to 13.5

Metal lathers 24.6 to 25.6

Painters 28.6 to 26.0

Operating Engineers 25.6 to 26.0

Plumbers 12.0 to 14.5

Iron workers (struct) 25.9 to 32.0

Elevator constructors 5.5 to 6.5

Bricklayers 13.4 to 15.5

Asbestos workers 22.8 to 28.0

Roofers 6.3 to 7.5

Iron workers (ornamental) 22.4 to 23.0

Cement masons 23.0 to 27.0

Glaziers 16.0 to 20.0

Plasterers 15.8 to 18.0

Teamsters 22.0 to 22.5

Boilermakers 13.0 to 15.5

All others 16.4 to 17.5

For Women: 6.9%

2. Please verify with the undersigned, a minimum of 10 days prior to bid opening/proposal receipt, that the rates provided on this date are still in effect. Any changes will have to be incorporated into the solicitation by amendment. It is recommended that the "wage rate in effect" be confirmed at the time of any amendment.

3. Note that in negotiated procurements, the wage rates in effect on the date of contract award (not at proposal due date or FPR date) are the ones to be incorporated in the contract Also note that the then current wage decision is to be incorporated into the instant contract at exercise of any option period regardless of the method of solicitation (IFB, RFQ or RFP).

4. Please ensure that this decision is incorporated into the applicable solicitation and its resultant contract as set forth in FAR 22.404-6.

"General Decision Number: NY20260003 01/30/2026

Superseded General Decision Number: NY20250003

State: New York

Construction Types: Building, Heavy, Highway and Residential

Counties: Bronx, Kings, New York, Queens and Richmond

Counties in New York.

BUILDING & RESIDENTIAL CONSTRUCTION PROJECTS (includes single

family homes and apartments up to and including 4 stories),

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number Publication Date

0 01/02/2026

1 01/30/2026

ASBE0012-001 06/01/2025

Rates Fringes

Asbestos Workers/Insulator

Includes application of all insulating materials, protective coverings, coatings and finishes to mall types of mechanical

systems.....$ 71.76 36.81

HAZARDOUS MATERIAL HANDLER.....$ 47.75 13.70

BOIL0005-001 01/01/2025

Rates Fringes

BOILERMAKER.....$ 68.88 49.83+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Thanksgiving Day, Memorial Day, Independence Day, Labor Day and Good Friday, Friday after Thanksgiving, Christmas Eve Day and New Year's Eve

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BRNY0001-001 07/01/2024

Rates Fringes

BRICKLAYER.....$ 67.39 35.90

MASON - STONE.....$ 69.91 44.02

BRNY0001-002 07/01/2024

Rates Fringes

Pointer, cleaner and caulker.....$ 63.69 32.42

BRNY0004-001 07/01/2024

Rates Fringes

MARBLE MASON.....$ 63.92 40.20

BRNY0007-001 12/02/2024

Rates Fringes

TERRAZZO FINISHER.....$ 49.59 34.25

TERRAZZO WORKER/SETTER.....$ 64.62 37.63

BRNY0007-002 12/02/2024

Rates Fringes

TILE FINISHER.....$ 49.59 34.25

BRNY0020-001 07/01/2024

Rates Fringes

MARBLE FINISHER.....$ 49.99 37.54

BRNY0024-001 06/03/2024

Rates Fringes

BRICKLAYER

MARBLE POLISHERS.....$ 52.32 36.25

BRNY0052-001 06/03/2024

Rates Fringes

Tile Layer.....$ 64.40 37.13

CARP0020-001 07/01/2025

Richmond County

Rates Fringes

CARPENTER (BUILDING &

RESIDENTIAL)

Carpenters.....$ 59.05 48.08

CARP0020-002 07/01/2025

Richmond County

Rates Fringes

CARPENTER (HEAVY & HIGHWAY).....$ 61.59 55.84

CARP0045-001 07/01/2025

Queens County

Rates Fringes

CARPENTER (BUILDING &

RESIDENTIAL)

Carpenters.....$ 59.05 48.08

CARP0045-002 07/01/2025

Queens County

Rates Fringes

CARPENTER (HEAVY & HIGHWAY).....$ 61.59 55.84

CARP0157-001 07/01/2025

Bronx and New York Counties

Rates Fringes

CARPENTER (BUILDING &

RESIDENTIAL)

Carpenters.....$ 59.05 48.08

CARP0157-002 07/01/2025

Bronx and New York Counties

Rates Fringes

CARPENTER (HEAVY & HIGHWAY).....$ 61.59 55.84

CARP0740-001 07/01/2025

Rates Fringes

MILLWRIGHT.....$ 60.83 58.03

CARP0926-001 07/01/2025

Kings County

Rates Fringes

CARPENTER (BUILDING &

RESIDENTIAL)

Carpenters.....$ 59.05 48.08

CARP0926-002 07/01/2025

Kings County

Rates Fringes

CARPENTER (HEAVY & HIGHWAY).....$ 61.59 55.84

CARP1556-006 07/01/2024

Rates Fringes

Dock Builder & Piledrivermen.....$ 60.59 55.84

CARP1556-007 07/01/2024

Rates Fringes

Diver Tender.....$ 55.00 55.84

Diver.....$ 75.46 55.84

CARP1556-011 07/01/2024

Rates Fringes

Carpenters:

TIMBERMEN.....$ 55.59 55.41

CARP2287-004 07/01/2025

Rates Fringes

Carpenters:

Soft Floor Layers.....$ 59.05 48.08

ELEC0003-001 04/10/2024

Rates Fringes

ELECTRICIAN

Electricians.....$ 62.00 74.695%+19.50

Jobbing, and maintenance

and repair work.....$ 32.00 53.615%+10.00

PAID HOLIDAYS:

a. New Years Day, Martin Luther King, Jr.'s Birthday,

Washington's Birthday, Memorial Day, Independence Day,

Labor Day, Columbus Day, Election Day, Thanksgiving Day,

the day after Thanksgiving Day, and Christmas Day

ELEC1049-001 03/30/2025

QUEENS COUNTY

Rates Fringes

Line Construction (Substation and Switching structures pipe type cable installation and maintenance jobs or projects; Railroad electrical distribution/transmission systems maintenance (when work is not performed by railroad employees) Overhead and Underground transmission /distribution line work. Fiber optic, telephone cable and equipment)

Groundman.....$ 42.34 30.05

Heavy Equipment Operator....$ 56.46 34.63

Lineman and Cable Splicer...$ 70.57 39.19

Tree Trimmer.....$ 30.09 14.12

ELEV0001-002 03/17/2022

Rates Fringes

ELEVATOR MECHANIC

Elevator Constructor.....$ 75.14 47.446+a+b

Modernization and Repair....$ 59.09 45.564+a+b

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Good Friday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

b. PAID VACATION: An employee who has worked less than 5 years shall recieve vacation pay credit on the basis of 4% of his hourly rate for all hours worked; an employee who has worked 5 to 15 years shall receive vacation pay credit on the basis of 6% of his hourly rate for all hours worked; an employee who has worked 15 or more years shall receive vacation pay credit on the basis of 8% of his hourly rate for all hours worked.

ENGI0014-001 07/01/2025

Rates Fringes

POWER EQUIPMENT OPERATOR

(HEAVY & HIGHWAY)

GROUP 1.....$ 117.60 38.95

GROUP 2.....$ 97.06 38.95

GROUP 3.....$ 100.18 38.95

GROUP 4.....$ 97.75 38.95

GROUP 5.....$ 95.83 38.95

GROUP 6.....$ 92.01 38.95

GROUP 7.....$ 93.74 38.95

GROUP 8.....$ 91.04 38.95

GROUP 9.....$ 88.72 38.95

GROUP 10.....$ 85.21 38.95

GROUP 11.....$ 79.62 38.95

GROUP 12.....$ 81.38 38.95

GROUP 13.....$ 81.97 38.95

GROUP 14.....$ 61.87 38.95

GROUP 15.....$ 57.52 38.95

POWER EQUIPMENT OPERATOR

(PAVEMENT-HEAVY & HIGHWAY)

Asphalt Plants.....$ 75.01 38.95

Asphalt roller.....$ 88.72 38.95

Asphalt spreader.....$ 91.04 38.95

POWER EQUIPMENT OPERATOR

(STEEL ERECTION)

Compressors, Welding

Machines.....$ 56.34 36.95

Cranes, Hydraulic Cranes,

2 drum derricks,

Forklifts, Boom Trucks.....$ 96.26 36.95

Three drum derricks.....$ 100.14 36.95

POWER EQUIPMENT OPERATOR

(UTILITY)

Horizontal Boring Rig.....$ 86.61 38.95

Off shift compressors.....$ 71.98 38.95

Utility Compressors.....$ 57.14 38.95

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Tower crane

GROUP 2: Rubber Tire Backhoes over 37,000 lbs, Track Backhoes, power shovel, Hydraulic clam shells, moles and machines of a similar type

GROUP 3: Mine hoists and crane, etc. used as mine hoists

GROUP 4: Gradalls, keystones, cranes (with digging buckets),

bridge cranes, trenching machines, vermeer cutter and machines of a similar nature

GROUP 5: Piledrivers, derrick boats, tunnel shovels

GROUP 6: All drills, and machines of a similar nature

GROUP 7: Back filling machines, cranes, mucking machines, dual drum pavers

GROUP 8: Mixers (concrete w/loading attachments), concrete pavers, cableways, land derricks, power house (low pressure units), concrete pumps

GROUP 9: Concrete plants, well drilling machines, stone crushers double drum hoist, power house (other than above)

GROUP 10: Concrete mixers

GROUP 11: Elevators

GROUP 12: Concrete breaking machine, Hoists (single drum), load masters, locomotive and dinkies over 10 tons

GROUP 13: Vibratory console

GROUP 14: Compressors (portable 3 or more in battery), tugger machine (caissons), well point pumps, chum drill

GROUP 15: Boilers, (high pressure, compressors (portable, single, or 2 in battery, not over 100' apart), pumps (river cofferdam and welding machines (except where arc is operated by members of local 15) push button machines, all engines irrespective of power (power pac) used to drive auxilliary equipment, air, hydraulic etc.

PREMIUMS ON CRANES (Crawler or Truck):

100' to 149' boom - add .50

150' to 249' boom - add .75

250' to 349' boom - add 1.00

350' to 450' boom - add 1.50

Premiums for Cranes on Steel Erection:

100' to 149' boom - add 1.75

150' to 249' boom - add 2.00

250' to 349' boom - add 2.25

350' to 450' boom - add 2.75

Tower crane - add 2.00

FOOTNOTE:

a. Paid Holidays: New Year's Day; Lincoln's Birthday; Washington's Birthday; Memorial Day; Independence Day; Labor Day; Veterans Day; Columbus Day; Election Day; Thanksgiving Day; and Christmas Day; provided the employee works one day the payroll week in which the holiday occurs.

ENGI0014-002 07/01/2025

Rates Fringes

Power Equipment Operator

BUILDING & RESIDENTIAL

GROUP 1.....$ 92.32 38.95

GROUP 2.....$ 97.79 38.95

GROUP 3.....$ 79.70 38.95

GROUP 4.....$ 72.46 38.95

GROUP 5.....$ 54.12 38.95

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Double drum

GROUP 2: Stone derrick, cranes, hydraulic cranes, boom

trucks

GROUP 3: 4 pole Hoist, Single Drum Hoists

GROUP 4: Fork lift, house cars, plaster (platform machine), plaster bucket, concrete pump and all other equipment used for hoisting material

GROUP 5: Compressors, welding machines (cutting concrete work), paint spraying, sand blasting, pumps (with the exclusion of concrete pumps), house car (settlement basis only), all engines irrespective of power (power pac) used to drive auxiliary equipment, air, hydraulic, etc., boilers

Premiums for Cranes:

100'-149' boom - add 1.75

150'-249' boom - add 2.00

250'-349' boom - add 2.25

350'-450' boom - add 2.75

Tower cranes add 2.00

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Columbus Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day in the payroll week in which the holiday occurs

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ENGI0015-001 07/01/2021

Rates Fringes

POWER EQUIPMENT OPERATOR

HEAVY AND HIGHWAY

GROUP 1.....$ 74.65 38.00

GROUP 2.....$ 72.40 38.00

GROUP 3.....$ 68.62 38.00

GROUP 4.....$ 64.82 38.00

GROUP 5.....$ 44.45 38.00

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cherrypickers 20 tons and over and loaders (rubber-tired and/or tractor type with a manufacturer's rated capacity of six cubic yards and over

GROUP 2: Rubber Tire Backhoes up to and including 37,000 lbs, Basin Machines, Groover, Mechanical Sweepers, Bobcat, Boom Truck, Barrier Transport (Barrier Mover) and machines of a similar nature, Boat Captains, Boat Operators, operation of

Churn Drills and machines of a similar nature, Stetco Silent Hoist and machines of a similar nature, Vac-alls, Meyers Machines, John Beam and machines of a similar nature, Ross Carriers and Travel Lifts and machines of a similar nature, Bulldozers, Scrapers, and Turn-a Pulls, Tugger Hoist (used exclusively for handling excavated material), Tractors with attachments, Hyster and Roustabout Cranes, Cherrypickers, Austin Western, Grove and machines of a similar nature, Scoopmobiles, Monorails, Conveyors, Trenchers, Loaders- Rubber-tired and Tractor, Barber Greene, Eimco Loaders and Eimco Backhoes, Mighty Midget and similar breakers and tampers, Curb and Gutter Pavers and Motor Patrol, Motor Graders and all machines of a similar nature, Locomotives ten (10) tons or under, Mini-Max, Break-Tech and machines of a similar nature, Milling Machines, robotic and demolition machines and machines of a similar nature including Bobcat, Pile Rig Rubber-tired Excavator (37,000 lbs. and under), 2 man auger

GROUP 3: Minor Equipment such as Tractors, Post Hole Diggers and Drivers, Ditch Witch (Walk Behind), Road Finishing Machines, Rollers (five (5) tons and under), Tugger Hoists, Dual Purpose Trucks, Fork Lifts and Dempsey Dumpsters

GROUP 4: Oilers for the following equipment: (all gasoline, electric, diesel, or air operated) gradalls and concrete pumps or similarly equipment manned by two-men

GROUP 5: Oilers for the following equipment: (all gasoline, electric, diesel, or air operated) shovels, cranes (draglines), backhoes, pavers, trenching machines, gunite machines, compressors (3 or more in battery)

Premiums for Cranes:

100'-149' boom - add 1.75

150'-249' boom - add 2.00

250'-349' boom - add 2.25

350'-450' boom - add 2.75

Tower cranes add 2.00

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday,

Memorial Day, Independence Day, Labor Day, Veteran's Day,

Columbus Day, Election Day, Thanksgiving Day, and Christmas

Day, provided the employee works one day in the payroll

week in which the holiday occurs

ENGI0015-002 07/01/2016

Rates Fringes

POWER EQUIPMENT OPERATOR

BUILDING

GROUP 1.....$ 65.94 32.95

GROUP 2.....$ 63.98 32.95

GROUP 3.....$ 57.42 32.95

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Oiler

GROUP 2: Oilers on Crawler Cranes, Backhoes, Trenching

machines, Gunite machines, Compressors (3 or more in

Battery)

GROUP 3: Gradalls: Concrete Pumps, Power Houses - All

equipment in same is manned by two (2) men only, Driving

Truck Cranes

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Columbus Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day in the payroll week in which the holiday occurs

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IRON0040-002 07/01/2025

BRONX, NEW YORK, RICHMOND

Rates Fringes

IRONWORKER, STRUCTURAL.....$ 58.95 92.02

IRON0046-003 07/01/2025

Rates Fringes

IRONWORKER

METALLIC LATHERS AND

REINFORCING IRONWORKERS.....$ 57.00 32.96

IRON0197-001 07/01/2024

Rates Fringes

IRONWORKER

STONE DERRICKMAN.....$ 60.40 60.14

IRON0361-002 07/01/2025

KINGS, QUEENS

Rates Fringes

Ironworkers:

(STRUCTURAL).....$ 58.95 92.02

IRON0580-001 07/01/2025

Rates Fringes

IRONWORKER, ORNAMENTAL.....$ 48.15 67.62

LABO0006-001 07/01/2022

Rates Fringes

LABORER (Cement and Concrete

Workers).....$ 49.28 27.05

LABO0078-001 01/06/2025

Rates Fringes

LABORERS

BUILDING CONSTRUCTION

ASBESTOS (Removal,

Abatement, Encapsulation

or Decontamination of

asbestos); LEAD; &

HAZARDOUS WASTE LABORERS

(Hazardous Waste,

Hazardous Materials,

Biochemical and Mold

Remediation, HVAC, Duct

Cleaning, Re-spray

Fireproofing, etc).....$ 41.15 20.90

LABO0079-001 07/01/2025

Rates Fringes

LABORER (Building

Construction)

Demolition Laborers

(Interior)

Tier A.....$ 40.22 25.17

Tier B.....$ 29.29 20.29

Mason Tender/General

Laborer.....$ 44.70 29.55

CLASSIFICATIONS

TIER A: Responsible for the removal of all interior petitions and structural petitions that can consist of sheet rock, block or masonry. Also, all structural slab openings for ducts, mechanical, shafts, elevators, slab openings and exterior walls where the building is not being completely demolitioned.

TIER B: Responsible for shoveling of debris into containers, pushing containers from the inside to the outside of the building.

LABO0147-001 07/01/2022

Rates Fringes

LABORERS (FREE AIR & TUNNEL).....$ 64.08 54.00

Maintenance Men, Inside Muck Lock Tenders, Pump Men, Electricians, Cement Finishers, Caulkers, Hydraulic Men, Shield Men, Monorail Operators, Motor Men, Conveyor Men, Powder Carriers, Pan Men, Riggers, Chuck Tenders, Track Men Painters, Nippers, Brakemen, Cable Men, Hose Men, Grout Men, Gravel Men, Form Workers, Concrete Workers, Tunnel Laborers, Mole Nipper (one (1) Mole Sipper per Working Shaft per Shift for up to and including Two (2) Moles

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LABO0731-001 07/01/2023

Rates Fringes

LABORER

Building, Heavy and

Residential Construction

LABORER: (Asbestos, Lead,

Hazardous Waste Removal

(including

soil)/CEMENT/CONCRETE.....$ 44.50 52.08

UTILITY LABORER.....$ 44.35 52.08

Paid Holidays: Labor Day and Thanksgiving Day

LABO0731-002 07/01/2023

Rates Fringes

Laborers:

Heavy

Blasters (hydraulic trac

drill).....$ 51.85 52.08

Blasters.....$ 57.71 52.08

Hydraulic Trac Drill.....$ 51.85 52.08

Jackhammers, Chippers,

Spaders, Concrete

Breakers, All Other

Pneumatic Tools, Walk

Behind Self-Propelled

Hydraulic Asphalt and

Concrete Breaker.....$ 44.50 52.08

Powder Carriers.....$ 44.50 52.08

LABO1010-001 07/01/2025

Rates Fringes

Laborers:

HIGHWAY CONSTRUCTION

Fence Installer & Repairer.$ 46.33 54.04

FORMSETTERS.....$ 50.80 54.04

LABORERS.....$ 46.33 54.04

Landscape Planting &

Maintenance.....$ 46.33 54.04

Maintenance Safety Surface.$ 46.33 54.04

Slurry/Sealcoater/Play

Equipment Installer.....$ 46.33 54.04

Small Equipment Operator

(Not Operating Engineer)...$ 46.33 54.04

Small Power Tools Operator.$ 46.33 54.04

FOOTNOTES:

a. PAID HOLIDAYS: Memorial Day, Fourth of July, Labor Day,

Columbus Day, Election Day and Thanksgiving Day, provided

the employee has worked one (1) day in the calendar week in

which the said holiday occurs.

LABO1010-002 07/01/2025

Rates Fringes

Laborers-Asphalt Construction:

Micro Paver.....$ 50.80 54.05

Raker.....$ 50.20 54.05

Screedperson.....$ 50.80 54.05

Shoveler (Production

Paving Only).....$ 46.33 54.05

Small Equipment Operator

(Asphalt).....$ 46.33 54.05

PAIN0009-001 05/01/2025

Rates Fringes

GLAZIER.....$ 49.20 57.20

PAINTER

Painters, Drywall

Finishers, Lead Abatement

Worker.....$ 44.75 44.11

Spray, Scaffold and

Sandblasting.....$ 47.75 44.11

PAIN0806-001 10/01/2024

Rates Fringes

Painters:

Structural Steel and Bridge.$ 56.25 55.14

PAIN1974-001 06/28/2025

Rates Fringes

Painters:

Drywall Tapers/Pointers.....$ 48.47 35.91

PLAS0262-001 08/01/2025

Rates Fringes

PLASTERER.....$ 48.51 32.78

PLAS0262-002 08/01/2025

KINGS AND QUEENS COUNTIES

Rates Fringes

PLASTERER.....$ 48.51 32.78

PLAS0780-001 07/01/2025

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...$ 59.87 41.81

PLUM0001-001 07/01/2025

Rates Fringes

PLUMBER

MECHANICAL EQUIPMENT AND

SERVICE

Any repair and/or

replacement of the

present plumbing system

that does not change the

existing roughing.....$ 48.90 22.26

PLUMBERS:.....$ 73.00 32.81

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* PLUM0638-001 01/01/2026

Rates Fringes

PLUMBER

SERVICE FITTERS.....$ 47.85 23.96

SPRINKLER FITTERS,

STEAMFITTERS.....$ 70.36 54.24

Service Fitter work shall consist of all repair, service and maintenance work on domestic, commercial and industrial refrigeration, air conditioning and air cooling, stoker and oil burner apparatus and heating apparatus etc., including but not exclusively the charging, evacuation, leak testing and assembling for all machines for domestic, commercial and industrial refrigeration, air conditioning and heating apparatus. Also, work shall include adjusting, including capacity adjustments, checking and repairing or replacement of all controls and start up of all machines and repairing all defects that may develop on any system for domestic, commercial and industrial refrigeration and all air conditioning, air cooling, stoker and oil burner apparatus and heating apparatus regardless of size or type.

ROOF0008-003 05/01/2025

Rates Fringes

ROOFER.....$ 50.25 32.62

SHEE0028-002 11/02/2023

Rates Fringes

SHEET METAL WORKER

BUILDING CONSTRUCTION.....$ 53.60 60.74

RESIDENTIAL CONSTRUCTION....$ 35.79 25.37

TEAM0282-001 07/01/2025

Rates Fringes

TRUCK DRIVER

Asphalt.....$ 46.115 59.6525+a

Euclids & Turnapulls.....$ 49.38 57.6525+a

High Rise.....$ 65.43 53.15+a

FOOTNOTES:

PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans' Day (Armistice Day), Thanksgiving Day, Day after

Thanksgiving and Christmas Day. Employees working two (2) days in the calendar week in which a holiday falls are to be paid for such holiday, provided that they shape each remaining workday during such calendar week.

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 $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. 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 alphabeticalorder 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 n umber, 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"

*** END OF NARRATIVE ***

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: Please see specifications. DoDAAC: W912DS CountryCode: USA W2SD ENDIST NEW YORK KO CONTRACTING DIVISION, 26 FEDERAL PLAZA ROOM 16 300 NEW YORK, NY 10278-0004 UNITED STATES Andrew Andreeko
0002	Inspection and Acceptance Location

	Both Destination Instructions: Please see specifications. DoDAAC: W912DS CountryCode: USA W2SD ENDIST NEW YORK KO CONTRACTING DIVISION, 26 FEDERAL PLAZA ROOM 16 300 NEW YORK, NY 10278-0004 UNITED STATES Andrew Andreeko
0003	Inspection and Acceptance Location Both Destination Instructions: Please see specifications. DoDAAC: W912DS CountryCode: USA W2SD ENDIST NEW YORK KO CONTRACTING DIVISION, 26 FEDERAL PLAZA ROOM 16 300 NEW YORK, NY 10278-0004 UNITED STATES Andrew Andreeko
0004	Inspection and Acceptance Location Both Destination Instructions: Please see specifications. DoDAAC: W912DS CountryCode: USA W2SD ENDIST NEW YORK KO CONTRACTING DIVISION, 26 FEDERAL PLAZA ROOM 16 300 NEW YORK, NY 10278-0004

	UNITED STATES Andrew Andreeko
Option Line Item 0005	Inspection and Acceptance Location Both Destination Instructions: Please see specifications. DoDAAC: W912DS CountryCode: USA W2SD ENDIST NEW YORK KO CONTRACTING DIVISION, 26 FEDERAL PLAZA ROOM 16 300 NEW YORK, NY 10278-0004 UNITED STATES Andrew Andreeko
Option Line Item 0006	Inspection and Acceptance Location Both Destination Instructions: Please see specifications. DoDAAC: W912DS CountryCode: USA W2SD ENDIST NEW YORK KO CONTRACTING DIVISION, 26 FEDERAL PLAZA ROOM 16 300 NEW YORK, NY 10278-0004 UNITED STATES Andrew Andreeko

Overall Contract Delivery Period

0001	**Delivery Schedule** Delivery On Or Before Delivery Date 30 Sep 2028 **Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: 9623AT CountryCode: USA USACE NEW YORK DISTRICT METRO NY AREA OFC AREA ENGR DIST, BUILDING 109 FORT HAMILTON, NY 11252-6000 UNITED STATES Andrew Andreeko **Period of Performance** From 01 Oct 2026 To 30 Sep 2028
0002	**Delivery Schedule** Delivery On Or Before Delivery Date 30 Sep 2028 **Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: 9623AT CountryCode: USA USACE NEW YORK DISTRICT METRO NY AREA OFC AREA ENGR DIST, BUILDING 109 FORT HAMILTON, NY 11252-6000 UNITED STATES Andrew Andreeko

	Period of Performance From 01 Oct 2026 To 30 Sep 2028
0003	**Delivery Schedule** Delivery On Or Before Delivery Date 30 Sep 2028 **Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: 9623AT CountryCode: USA USACE NEW YORK DISTRICT METRO NY AREA OFC AREA ENGR DIST, BUILDING 109 FORT HAMILTON, NY 11252-6000 UNITED STATES Andrew Andreeko **Period of Performance** From 01 Oct 2026 To 30 Sep 2028
0004	**Delivery Schedule** Delivery On Or Before Delivery Date 30 Sep 2028 **Quantity** 1 Job **Address and POC** Place of Performance

	DoDAAC: 9623AT CountryCode: USA USACE NEW YORK DISTRICT METRO NY AREA OFC AREA ENGR DIST, BUILDING 109 FORT HAMILTON, NY 11252-6000 UNITED STATES Andrew Andreeko **Period of Performance** From 01 Oct 2026 To 30 Sep 2028
Option Line Item 0005	**Delivery Schedule** Delivery On Or Before Delivery Date 30 Sep 2028 **Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: 9623AT CountryCode: USA USACE NEW YORK DISTRICT METRO NY AREA OFC AREA ENGR DIST, BUILDING 109 FORT HAMILTON, NY 11252-6000 UNITED STATES Andrew Andreeko **Period of Performance** From 01 Oct 2026 To 30 Sep 2028

Option Line Item 0006	**Delivery Schedule** Delivery On Or Before Delivery Date 30 Sep 2028 **Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: 9623AT CountryCode: USA USACE NEW YORK DISTRICT METRO NY AREA OFC AREA ENGR DIST, BUILDING 109 FORT HAMILTON, NY 11252-6000 UNITED STATES Andrew Andreeko **Period of Performance** From 01 Oct 2026 To 30 Sep 2028

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.242-15	Stop-Work Order.	1989-08		
52.247-34	F.o.b. Destination.	1991-01		

Section 01 00 00 - General Requirements

Requirements

The New York District, U.S. Army Corps of Engineers (District) intends to Construction of a new Child Development Center (16,632 sf) with adjacent outdoor play areas (16,667 sf) for children between the ages of 6 weeks and 5 years of age. The facility will include all required program spaces including kitchen facilities, building information systems, fire protection and alarm systems, Intrusion Detection System (IDS) installation, and Energy Monitoring Control Systems (EMCS) connection. In addition, the facility will include an outdoor play area with age-appropriate child development equipment, safety surfacing and fencing. Supporting facilities include site development, utilities and connections, lighting, paving, parking, walks, curbs and gutters, storm drainage, Low Impact Development (LID), information systems, landscaping and signage. Work will include installation of video monitoring, alarm and intercom systems. Heating and air conditioning will be provided by self-contained system. Construction will include the Department of Defense (DoD) Minimum Antiterrorism for Buildings standards. Access for individuals with disabilities will be provided. Cyber Security Measures will be incorporated into this project, and Sustainability/Energy measures will be provided.