AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
J	1		24

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER *(If applicable)*
0005	28 May 2026	See Continuation Sheet	1810892

6. ISSUED BY CODE N40085

NAVFACSYSCOM MID-ATLANTIC
9324 VIRGINIA AVENUE, NORFOLK VA 23511-0395
NORFOLK, VA 23511-0395
UNITED STATES
Kristy GERREK, Email: kristy.l.gerrek.civ@us.navy.mil Telephone: 757-341-0089

7. ADMINISTERED BY *(If other than Item 6)* CODE

SCD: PAS:

8. NAME AND ADDRESS OF CONTRACTOR *(Number, street, county, State and ZIP Code)*

CODE FACILITY CODE

(X)

☒ 9A. AMENDMENT OF SOLICITATION NUMBER N4008525R2638

9B. DATED *(SEE ITEM 11)* 22 Dec 2025

☐ 10A. MODIFICATION OF CONTRACT/ORDER NUMBER

10B. DATED *(SEE ITEM 13)*

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

See Section 00 70 00 - Conditions of the Contract

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☐	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (*Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

See Schedule

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		KRISTY L. GERREK	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Kristy Gerrek *(Signature of Contracting Officer)*	28 May 2026

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

Block 14 (Description of Amendment/Modification): SOLICITATION NO: N4008525R2638, DESIGN-BUILD P1678 NATO JFCNF PHASE II INTERIM MODULAR FACILITY, NSA NORFOLK, VA

SEE SF 30 BLOCK 14 CONTINUATION PAGE.

ALL CORRESPONDENCE REGARDING THIS SOLICITATION SHALL BE DIRECTED VIA EMAIL TO KRISTY GERREK AT KRISTY.L.GERREK.CIV@US.NAVY.MIL.

This amendment is issued to incorporate the following:

1. Initiate discussions regarding required revisions to your Phase I Non-Price proposal. Revised Proposals for Phase I are due on 05 JUNE 2026 NLT 2:00 P.M. EDT.
2. Offerors selected to participate in Phase II of this solicitation are invited to submit their Non-Price and Price Proposals. All submissions for Phase II are due on 07 JULY 2026 NLT 2:00 P.M. EDT.
3. Provide updated Evaluation Factors for Award: Factor 2 - Experience and Factor 5 - Technical Solutions (Enclosed)
4. Update Section 00 10 00 - Solicitation, Contract Line Item Number (CLIN Schedule) (Enclosed)
5. Update Commencement, Prosecution, and Completion of Work (Enclosed)
6. Provide Site Visit information (Enclosed)
7. Provide Wage Determination (VA20260160 05/18/2026) (Enclosed)
8. Provide continuation sheet for drawings and specifications (Enclosed)
9. Provide Attachment E- Historical Small Business Utilization (attached separately)
10. Provide Attachment F - Small Business Participation Commitment Document (SBPCD) (attached separately)
11. Provide Attachment G - Small Business Subcontracting Plan (SBSP) (attached separately)
12. Provide Attachment I - P1678 NATO Price Proposal Form (attached separately)
13. Provide Site Visit Attachments (attached separately)
14. Provide Attachment M - JFCN IMF DB RFP - Amended (attached separately)
15. Provide Justification & Approval (J&A) (attached separately)
16. Update Clauses and Provisions (Enclosed)
17. Provide updated PPI Response (Enclosed)

Section 00 00 00 - Procurement and Contracting Requirements

The following changes have been made:

INFORMATION	FROM	TO
Response Due Time Zone	Eastern Standard Time (UTC -5)	Eastern Daylight Time (UTC -4)
Response Due Date	03 Mar 2026	07 Jul 2026

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

The following CLIN(s) / SLIN(s) / ELIN(s) were added:

Item	Supplies / Services	Quantity	Unit	Unit Price	Amount
Option Line Item 0010	Option Item No. 9 - Facility Expansion: Total price for the fabrication of a modular expansion to support approximately 148 personnel in addition to Base Line Item 0001A. Product Service Code: Y1JZ Centralized Unique Program Identification (CUPID): 000 Program Code: C20 Pricing Arrangement: Firm Fixed Price	1	Project		

Item	Supplies / Services	Quantity	Unit	Unit Price	Amount
	Option Item No. 10 - Parking Garage				

Option Line Item 0011	Expansion: Total price for parking garage expansion of approximately 354 parking spots in addition to Base Line Item 0001B, but excluding work provided in another line item Product Service Code: Y1JZ Centralized Unique Program Identification (CUPID): 000 Program Code: C20 Pricing Arrangement: Firm Fixed Price	1	Project		

The following CLIN(s) / SLIN(s) / ELIN(s) were modified:

Option Line Item 0008

INFORMATION	FROM	TO
Description	Option Item No. 7 - Asbestos Removal: Total Price for line items 0008A-0008C.	Option Item No. 7 - Asbestos Removal: Total Price for line items 0008A-0008C.

Section 00 21 00 - Instructions

The following clauses were modified:

52.215-1Instructions to Offerors-Competitive Acquisition. (Deviation 2026-O0038)Feb 2026

52.233-2Service of Protest. (Deviation 2026-O0038)Feb 2026

Section 00 45 00 - Representations and Certifications

The following clauses were modified:

52.209-2Prohibition on Contracting With Inverted Domestic Corporations-Representation. (Deviation 2026-O0038)Feb 2026 hereby reads as follows:

PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION (FEB 2026) (DEVIATION 2026-O0038)

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

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395 (b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Subsidiary means an entity in which more than 50 percent of the entity is owned-

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.

(c) *Representation*. The Offeror represents that-

(1) It ☐ is, ☐ is not an inverted domestic corporation; and

(2) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(End of provision)

52.209-7Information Regarding Responsibility Matters. (Deviation 2026-O0038)Feb 2026 hereby reads as follows:

INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2026) (DEVIATION 2026-O0038)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

52.209-13Violation of Arms Control Treaties or Agreements-Certification. (Deviation 2026-O0038)Feb 2026 hereby reads as follows:

VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION (FEB 2026) (DEVIATION 2026-O0038)

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

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

☐ (1) The Offeror certifies that-

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

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

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

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

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

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

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

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

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

(d) Do not submit an offer unless-

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

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

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

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

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

(End of provision)

52.229-11Tax on Certain Foreign Procurements-Notice and Representation.Jun 2020 hereby reads as follows:

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)

Section 00 70 00 - Conditions of the Contract

Additional Information/Notes

The following clauses were added:

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	Apr 2026		
52.240-92	Security Requirements. (Deviation 2026-O0038)	Feb 2026		
52.240-93	Basic Safeguarding of Covered Contractor Information Systems. (Deviation 2026-O0038)	Feb 2026		

FAR Clauses Incorporated by Full Text

52.243-7 Notification of Changes. (Deviation 2026-O0038) (Feb 2026)

NOTIFICATION OF CHANGES (FEB 2026) (DEVIATION 2026-O0038)

(a) *Definitions.*

Contracting Officer, as used in this clause, does not include any representative of the Contracting Officer.

Specifically Authorized Representative (SAR), as used in this clause, means any person the Contracting Officer has designated by written notice (a copy shall be provided to the Contractor) that shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within ____ (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct that the Contractor regards as a change to the contract terms and conditions. Examples of conduct that may be regarded as a change to terms and conditions include actions, inactions, and written or oral communications. On the basis of the most accurate information available to the Contractor, the notice shall state-

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-

(i) What line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance. However, if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within ____ (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) of paragraph (d) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments*.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs(b) and (c) of this clause.

Note: The phrases contract price and cost wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

The following clauses were modified:

52.204-7System for Award Management-Registration. (Deviation 2026-O0038)Feb 2026

52.204-10Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-O0038)Feb 2026

52.204-13System for Award Management-Maintenance. (Deviation 2026-O0038)Feb 2026

52.204-14Service Contract Reporting Requirements. (Deviation 2026-O0038)Feb 2026

52.209-6Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)Feb 2026

52.209-9Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038) Feb 2026

52.209-10Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)Feb 2026

52.209-11Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (Deviation 2026-O0038)Feb 2026 hereby reads as follows:

REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2026) (DEVIATION 2026-O0038)

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

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

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

(b) The Offeror represents that-

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

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

(End of provision)

52.210-1Market Research. (Deviation 2026-O0038)Feb 2026

52.215-2Audit and Records-Negotiation. (Deviation 2026-O0038)Feb 2026

52.215-6Place of Performance. (Deviation 2026-O0038)Feb 2026 hereby reads as follows:

PLACE OF PERFORMANCE (FEB 2026) (DEVIATION 2026-O0038)

(a) The offeror or respondent, in the performance of any contract resulting from this request for proposals, ☐ intends, ☐ does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, ZIP Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent
___	___
___	___

(End of provision)

52.215-11Price Reduction for Defective Certified Cost or Pricing Data-Modifications. (Deviation 2026-O0038) Feb 2026

52.215-15Pension Adjustments and Asset Reversions. (Deviation 2026-O0038)Feb 2026

52.215-18Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions. (Deviation 2026-O0038)Feb 2026

52.215-19Notification of Ownership Changes. (Deviation 2026-O0038)Feb 2026

52.215-21Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications. (Deviation 2026-O0038)Feb 2026

52.215-22Limitations on Pass-Through Charges-Identification of Subcontract Effort. (Deviation 2026-O0038) Feb 2026

52.215-23Limitations on Pass-Through Charges. (Deviation 2026-O0038)Feb 2026

52.216-1Type of Contract. (Deviation 2026-O0038)Feb 2026 hereby reads as follows:

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

The Government contemplates award of a **Firm Fixed Price (FFP) Design-Build Construction contract** resulting from this solicitation.

(End of provision)

52.217-4Evaluation of Options Exercised at Time of Contract Award. (Deviation 2026-O0038)Feb 2026

52.217-5Evaluation of Options. (Deviation 2026-O0038)Feb 2026

52.219-1Small Business Program Representations. (Deviation 2026-O0038)Feb 2026 hereby reads as follows:

Small Business Program Representations (Feb 2026) (Deviation 2026-O0038)

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

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

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

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

Small business concern-

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

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

Small disadvantaged business concern means a small business concern that-

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

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

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

(b)

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

(2) The small business size standard is **$45,000,000.**

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

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

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

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

(c) *Representations.*

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

52.219-4Notice of Price Evaluation Preference for HUBZone Small Business Concerns. (Deviation 2026-O0038)Feb 2026 hereby reads as follows:

NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (FEB 2026) (DEVIATION 2026-O0038)

(a) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(b) *Waiver of evaluation preference*. A HUBZone small business concern may choose to waive the evaluation preference. If the concern waives the preference, the factor will be added to its offer for evaluation purposes.

☐ Offeror chooses to waive the evaluation preference.

(c) *Joint venture.* A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small business parties to the joint venture must be more than administrative functions.

(End of provision)

52.219-8Utilization of Small Business Concerns. (Deviation 2026-O0038)Feb 2026

52.219-9Small Business Subcontracting Plan. (Deviation 2026-O0038) (Alternate II)Feb 2026Alternate IIFeb 2026

52.219-16Liquidated Damages-Subcontracting Plan. (Deviation 2026-O0038)Feb 2026

52.219-28Postaward Small Business Program Rerepresentation. (Deviation 2026-O0038)Feb 2026 hereby reads as follows:

POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FEB 2026) (DEVIATION 2026-O0038)

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

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

Small business concern-

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

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

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

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

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

(3) For long-term contracts-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.222-3Convict Labor. (Deviation 2026-O0038)Feb 2026

52.222-4Contract Work Hours and Safety Standards-Overtime Compensation. (Deviation 2026-O0038)Feb 2026

52.222-5Construction Wage Rate Requirements-Secondary Site of the Work. (Deviation 2026-O0038)Feb 2026

52.222-6Construction Wage Rate Requirements. (Deviation 2026-O0038)Feb 2026

52.222-7Withholding of Funds. (Deviation 2026-O0038)Feb 2026

52.222-8Payrolls and Basic Records. (Deviation 2026-O0038)Feb 2026

52.222-10Compliance with Copeland Act Requirements. (Deviation 2026-O0038)Feb 2026

52.222-11Subcontracts (Labor Standards). (Deviation 2026-O0038)Feb 2026

52.222-14Disputes Concerning Labor Standards. (Deviation 2026-O0038)Feb 2026

52.222-32Construction Wage Rate Requirements-Price Adjustment (Actual Method). (Deviation 2026-O0038) Feb 2026

52.222-35Equal Opportunity for Veterans. (Deviation 2026-O0038)Feb 2026

52.222-36Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)Feb 2026

52.222-37Employment Reports on Veterans. (Deviation 2026-O0038)Feb 2026

52.222-40Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038) Feb 2026

52.222-50Combating Trafficking in Persons. (Deviation 2026-O0038)Feb 2026

52.222-54Employment Eligibility Verification. (Deviation 2026-O0038)Feb 2026

52.222-55Minimum Wages for Contractor Workers Under Executive Order 14026. (Deviation 2026-O0038)Feb 2026

52.222-62Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038)Feb 2026

52.223-1Biobased Product Certification. (Deviation 2026-O0038)Feb 2026

52.223-2Reporting of Biobased Products Under Service and Construction Contracts. (Deviation 2026-O0038) Feb 2026

52.223-3Hazardous Material Identification and Safety Data. (Deviation 2026-O0038)Feb 2026 hereby reads as follows:

HAZARDOUS MATERIAL IDENTIFICATION AND SAFETY DATA (FEB 2026) (DEVIATION 2026-O0038)

(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)

52.223-11Ozone-Depleting Substances. (Deviation 2026-O0038)Feb 2026 hereby reads as follows:

OZONE-DEPLETING SUBSTANCES (FEB 2026) (DEVIATION 2026-O0038)

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

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

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

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

(b) Requirement. In accordance with 40 CFR 82.84(a)(5), the Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:

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

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

(End of clause)

52.223-12Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners. (Deviation 2026-O0038)Feb 2026

52.225-11Buy American-Construction Materials under Trade Agreements. (Deviation 2026-O0038)Feb 2026 hereby reads as follows:

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

(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)

52.233-1Disputes. (Deviation 2026-O0038)Feb 2026

52.233-3Protest after Award. (Deviation 2026-O0038)Feb 2026

52.233-4Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)Feb 2026

52.236-2Differing Site Conditions. (Deviation 2026-O0038)Feb 2026

52.236-3Site Investigation and Conditions Affecting the Work. (Deviation 2026-O0038)Feb 2026

52.236-5Material and Workmanship. (Deviation 2026-O0038)Feb 2026

52.236-6Superintendence by the Contractor. (Deviation 2026-O0038)Feb 2026

52.236-7Permits and Responsibilities. (Deviation 2026-O0038)Feb 2026

52.236-8Other Contracts. (Deviation 2026-O0038)Feb 2026

52.236-9Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (Deviation 2026-O0038)Feb 2026

52.236-10Operations and Storage Areas. (Deviation 2026-O0038)Feb 2026

52.236-11Use and Possession Prior to Completion. (Deviation 2026-O0038)Feb 2026

52.236-12Cleaning Up. (Deviation 2026-O0038)Feb 2026

52.236-13Accident Prevention. (Deviation 2026-O0038)Feb 2026

52.236-15Schedules for Construction Contracts. (Deviation 2026-O0038)Feb 2026

52.236-17Layout of Work. (Deviation 2026-O0038)Feb 2026

52.236-21Specifications and Drawings for Construction. (Deviation 2026-O0038)Feb 2026

52.240-90Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)Feb 2026

52.240-91Security Prohibitions and Exclusions. (Deviation 2026-O0038)Feb 2026

52.243-4Changes. (Deviation 2026-O0038)Feb 2026

52.253-1Computer Generated Forms. (Deviation 2026-O0038)Feb 2026

The following clauses were deleted:

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.204-18	Commercial and Government Entity Code Maintenance.	Aug 2020		
52.204-21	Basic Safeguarding of Covered Contractor Information Systems.	Nov 2021		
52.232-24	Prohibition of Assignment of Claims.	May 2014		

FAR Clauses Incorporated by Full Text

52.204-8	**Annual Representations and Certifications. (DEVIATION 2025-O0003 and 2025-O0004)**	**(Oct 2025)**	**Deviation 2025-O0004**	**(Mar 2025)**

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

(a)

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

(2) The small business size standard is **$45,000,000.**

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

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

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

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

(b)

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

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

(i) [ ] Paragraph (d) applies.

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

(c)

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

(xiv) [Reserved]

(xv) [Reserved]

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

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

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

(xix) [Reserved]

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

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

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

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

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

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

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

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

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

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

[*Contracting Officer check as appropriate.*]

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

[ ] (ii) 52.204-20, Predecessor of Offeror.

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

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

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

[ ] (vi) 52.227-6, Royalty Information.

[ ] (A) Basic.

[ ] (B) Alternate I.

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

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

FAR Clause # Title Date Change
_____

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

(End of provision)

52.211-10 Commencement, Prosecution, and Completion of Work. (Apr 1984)

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

The Contractor shall be required to (a) commence work under this contract within **fifteen (15)** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **640 calendar days.** The time stated for completion shall include final cleanup of the premises.

*The calendar days to complete this contract includes the 15 calendar days for submission and approval of performance and payment bonds after contract award.

(End of clause)

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	Nov 2023		
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	Nov 2023		
252.215-7016	Notification to Offerors-Postaward Debriefings.	Oct 2025		
252.219-7003	Small Business Subcontracting Plan (DoD Contracts).	Dec 2019		
252.225-7966	Prohibition Regarding Russian Fossil Fuel Business Operations-Representation (Deviation 2024-O0006, Revision 1)	Mar 2024	Deviation 2024-O0006	Mar 2024
252.225-7967	Prohibition Regarding Russian Fossil Fuel Business Operations (Deviation 2024-O0006, Revision 1)	Feb 2024	Deviation 2024-O0006	Feb 2024
252.225-7972	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (DEVIATION 2024-O0014)	Aug 2024	Deviation 2024-O0014	Aug 2024
252.225-7973	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems—Representation. (DEVIATION 2024-O0014)	Aug 2024	Deviation 2024-O0014	Aug 2024

Section 00 73 00 - Supplementary Conditions

The following attachments were added:

NATO P1678 Amendment 0005 Continuation Page

SECTION SF30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The following have been added by full text:

AMENDMENT 0005

This amendment is issued to incorporate the following:

1. Initiate discussions regarding required revisions to your Phase I Non-Price proposal. Revised Proposals for Phase I are due on **05 JUNE 2026 NLT 2:00 P.M. EDT.**

2. Offerors selected to participate in Phase II of this solicitation are invited to submit their Non-Price and Price Proposals. All submissions for Phase II are due on **07 JULY 2026 NLT 2:00 P.M. EDT.**

3. Provide updated Evaluation Factors for Award: Factor 2 – Experience and Factor 5 – Technical Solutions (Enclosed)

4. Update Section 00 10 00 – Solicitation, Contract Line Item Number (CLIN Schedule) (Enclosed)

5. Update Commencement, Prosecution, and Completion of Work (Enclosed)

6. Provide Site Visit information (Enclosed)

7. Provide Wage Determination (VA20260160 05/18/2026) (Enclosed)

8. Provide continuation sheet for drawings and specifications (Enclosed)

9. Provide Attachment E- Historical Small Business Utilization (attached separately)

10. Provide Attachment F - Small Business Participation Commitment Document (SBPCD) (attached separately)

11. Provide Attachment G - Small Business Subcontracting Plan (SBSP) (attached separately)

12. Provide Attachment I - P1678 NATO Price Proposal Form (attached separately)

13. Provide Site Visit Attachments (attached separately)

14. Provide Attachment M - JFCN IMF DB RFP – Amended (attached separately)

15. Provide Justification & Approval (J&A) (attached separately)

16. Update Clauses and Provisions (Enclosed)

17. Provide updated PPI Response (Enclosed)

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1. Initiate discussions regarding required revisions to your Phase I Non-Price proposal. Revised Proposals for Phase I are due on **05 JUNE 2026 NLT 2:00 P.M. EDT.**

PLEASE REFER TO YOUR EVALUATION NOTICE FOR DISCUSSION QUESTIONS.

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2. Offerors selected to participate in Phase II of this solicitation are invited to submit their Non-Price and Price Proposals. All submissions for Phase II are due on **07 JULY 2026 NLT 2:00 P.M. EDT.**

FOR OFFEROR'S INVITED TO PHASE II, PLEASE REFER TO YOUR EVALUATION NOTICE.

PROPOSAL SUBMISSION INSTRUCTIONS FOR PHASE II: SEE PROPOSAL SUBMISSION INSTRUCTIONS INCLUDED IN THE ORIGINAL SOLICITATION. The evaluation factors, including both non-price/technical and price submittal requirements are available in the original Request for Proposal (RFP) document (and any applicable amendments) and have not been reproduced in this amendment.

See N4008525R2638 for Phase II Evaluation Factors and Submittal Requirements.

PRICE FACTOR for PHASE II begins on Page 9 of 65

NON-PRICE FACTORS for PHASE II begins on page 19 of 65 (Factors 5 & 6)

Note: Factor 6 begins on page 22 of 65

PLEASE SEE PRE-PROPOSAL INQUIRIES (PPIs) INSTRUCTIONS ON PAGE 24 OF 65 IN THE ORIGINAL SOLICITATION.

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3. Updated Evaluation Factors for Award: Factor 2 – Experience and Factor 5 – Technical Solutions (updates notated in red)

Factor 2 - Experience:

(i) Solicitation Submittal Requirements: This Factor contains 3 Subfactors for which the Offeror must provide information; General Construction Experience, Permanent Modular Construction (PMC) Experience, and Design Experience.

Subfactor 2a: General Construction Experience:

Offerors shall submit a minimum of two (2) up to a maximum of five (5) relevant construction projects for this subfactor that best demonstrate their experience on relevant projects similar in size, scope, and complexity to this RFP.

With the exception of 13 CFR 125.2(g) (see notes at end of submittal requirements), experience of proposed subcontractors will not be considered. Furthermore, the Offeror's experience as a subcontractor will not be considered.

For purposes of this evaluation, a relevant project is further defined as:

Size: A final construction cost of $50,000,000 or greater.

Scope: New construction of a two-story or greater commercial, industrial, or institutional building.

Complexity: Relevant projects shall **cumulatively** demonstrate construction experience **with all** requirements as shown below:

- Deep foundations piles **OR** Structural support slabs
- Structures with excessive soil settlement (weak and compressible soils)

Note: While each project must also meet Size and Scope as defined above, the Offeror's proposal shall, cumulatively, demonstrate experience with **all** of the elements listed under "Complexity". All elements do not have to be included under one project; experience may be demonstrated collectively through all projects submitted meeting size and scope.

For all submitted projects, ensure that the project description clearly provides the final construction cost and addresses how the project meets the scope/complexity requirements.

Projects submitted to demonstrate the Offeror's experience shall have been completed within the **past ten (10) years** or be at least 90% complete at the date of issuance of this RFP. Projects which are not at least 90% completed as of the date of issuance of this RFP will be considered "Not Relevant". Additionally, projects completed prior to ten (10) years from the date of issuance of this RFP will be considered "Not Relevant."

Note: On the Construction & Design Experience Project Data Sheet (Attachment C), if final project completion has not been achieved by date of issuance of RFP, provide % of completion under construction completion date in Block 4.

A project is defined as a construction project performed under a single task order or contract. For multiple award and indefinite delivery/indefinite quantity type contracts, the contract as a whole shall not be submitted as a project; rather, offerors shall submit the work performed under a task order as a project. The submission of a multiple award and/or indefinite delivery/indefinite quantity type contract as a whole will be considered Not Relevant.

The attached Construction & Design Experience Project Data Sheet (Attachment C) is MANDATORY and SHALL be used to submit project information. Except as specifically requested, the Government will not consider information submitted in addition to this form nor will the Government consider submissions via any other medium. Individual blocks on this form may be expanded; however, total length for each project data sheet shall not exceed two (2) pages. Information beyond this page limit will not be considered.

Subfactor 2b: Permanent Modular Construction (PMC) Experience:

Offerors shall submit a minimum of two (2) up to a maximum of five (5) relevant construction projects for this subfactor that best demonstrate their experience on relevant projects similar in size, scope, and complexity to this RFP.

Experience of a teaming partner specializing in modular construction may be utilized to demonstrate experience in this subfactor for PMC. With the exception of 13 CFR 125.2(g), other subcontractor experience of proposed subcontractors will not be considered in this subfactor. Furthermore, the Offeror's experience as a subcontractor will not be considered.

For purposes of this evaluation, a relevant project is further defined as:

Size: A final construction cost of $15,000,000 or greater.

Scope/Complexity: Demonstrate Permanent Modular Construction (PMC) experience with new construction of a two-story or greater commercial, industrial, or institutional building.

For all submitted projects, ensure that the project description clearly provides the final construction cost and addresses how the project meets the scope/complexity requirements.

Projects submitted for the Offeror shall have been completed within the **past fifteen (15) years** from the date of issuance of this RFP. Projects which are not complete as of the date of issuance of this RFP will be considered "Not Relevant". Additionally, projects completed prior to fifteen (15) years from the date of issuance of this RFP will be considered "Not Relevant."

A project is defined as a construction project performed under a single task order or contract. For multiple award and indefinite delivery/indefinite quantity type contracts, the contract as a whole shall not be submitted as a project; rather, offerors shall submit the work performed under a task order as a project. The submission of a multiple award and/or indefinite delivery/indefinite quantity type contract as a whole will be considered Not Relevant.

The attached Construction & Design Experience Project Data Sheet (Attachment C) is MANDATORY and SHALL be used to submit project information. Except as specifically requested, the Government will not consider information submitted in addition to this form nor will the Government consider submissions via any other medium. Individual blocks on this form may be expanded; however, total length for each project data sheet shall not exceed two (2) pages. Information beyond this page limit will not be considered.

Subfactor 2c: Design Experience:

Offerors shall clearly state the Architect-Engineer firm that is proposed to be utilized as the Designer of Record (DOR) for this contract. Provide the full name of the firm, address, UEI number, and CAGE code. The Offeror shall submit a letter of commitment signed by the Architect-Engineer firm that is proposed to be utilized as the Designed of Record (DOR). Failure to provide a DOR letter of commitment will render the proposal **UNACCEPTABLE**.

The Offeror may utilize experience of the identified design subcontractor as the Designer of Record in order to demonstrate design experience under this evaluation factor. The Offer must provide a letter of commitment and an explanation of the meaningful involvement for the design subcontractor.

Offerors shall submit a minimum of two (2) up to a maximum of five (5) relevant design projects performed by the proposed **Design Team** for this subfactor that best demonstrate their experience on relevant projects similar in size, scope, and complexity to this RFP. The proposed Design Team must have functioned as the DOR on all submitted projects.

For purposes of this evaluation, a relevant project is further defined as design of a project meeting following requirements:

Size: A final construction cost of $50,000,000 or greater.

Scope: New construction of a two-story or greater commercial, industrial, or institutional building.

Complexity: Relevant projects shall **cumulatively** demonstrate design experience **with all** requirements as shown below:

- Deep foundations piles **OR** Structural support slabs
- Multi-level Permanent Modular Construction (PMC)
- Structures with excessive soil settlement (weak and compressible soils)

Note: While each project must also meet Size and Scope as defined above, the Offeror's proposal shall, cumulatively, demonstrate experience with **all** of the of the elements listed under "Complexity". All elements do not have to be included under one project; experience may be demonstrated collectively through all projects submitted meeting size and scope.

For all submitted projects, ensure that the project description clearly provides the final construction cost and addresses how the project meets the scope/complexity requirements.

Projects submitted as the Designer of Record must have been completed within the past **ten (10) years** or 90% complete by the date of issuance of this RFP. The design completion date shall be clearly stated on the Construction & Design Experience Project Data Sheet (Attachment C). The project will be considered Not Relevant if the design completion date is not clearly provided.

Note: On the Construction & Design Experience Project Data Sheet (Attachment C), if the final date is not achieved, provide % of completion under design completion date in Block 4.

A project is defined as a complete design effort performed under a single task order or contract. For multiple award and indefinite delivery/indefinite quantity type contracts, the contract as a whole shall not be submitted as a project; rather, offerors shall submit the work performed under a task order as a project. The submission of a multiple award and/or indefinite delivery/indefinite quantity type contract as a whole will be considered Not Relevant.

The attached Construction & Design Experience Project Data Sheet (Attachment C) is MANDATORY and SHALL be used to submit project information. Except as specifically requested, the Government will not consider information submitted in addition to this form nor will the Government consider submissions via any other medium. Individual blocks on this form may be expanded; however, total length for each project data sheet shall not exceed two (2) pages. Information beyond this page limit will not be considered.

Note for Factor 2:

If the Offeror is a Joint Venture (JV), relevant project experience should be submitted for projects completed by the Joint Venture entity. If the Joint Venture does not have shared experience, projects may be submitted for the Joint Venture members. Offerors are still limited to a total of five (5) projects combined for each element of the factor. Offerors may submit experience where a member of the JV performed as a JV with another entity, but must clearly demonstrate how its work on that project met size, scope, and complexity as defined above. Likewise, Offerors that are not submitting as a JV may submit a project where it performed as a JV with another entity, but must clearly demonstrate how its work on that project met size, scope, and complexity as defined above. Offerors are still limited to a total of five (5) projects combined for each element of the factor.

For a JV, the offeror shall submit the signed JV agreement. For an 8(a) Mentor-Protégé Joint Venture, the offeror shall submit the signed U.S. Small Business Administration (SBA) Mentor-Protégé approval letter and signed JV agreement.

If an Offeror is utilizing experience information of affiliates/subsidiaries/parent/LLC/LTD member companies (name is not exactly as stated on the SF1442), the proposal shall clearly demonstrate that the affiliate/subsidiary/parent firm will have meaningful involvement and clearly describe the role that firm will have in the performance of the contract. If meaningful involvement is not demonstrated, experience of the affiliate/subsidiary/parent firm will not be considered.

In accordance with 13 CFR 125.2(g), small business Offerors may utilize the experience of a small business first-tier subcontractor(s) to demonstrate experience under this capability evaluation if the Offeror cannot independently satisfy the experience requirement as defined above. In order to utilize the experience of a small business first-tier subcontractor(s), the offeror must specifically identify the proposed small business first-tier contractor(s) in its capability package in accordance with this notice. The Offeror or, if a small business Offeror, its small business first-tier subcontractor, shall have been the prime contractor on all submitted projects. The Government notes that 13 CFR 125.2(g) is specific to only small business Offerors and named small business first-tier subcontractors. As such, the small business Offeror is not permitted to use the experience of a large business subcontractor or large business corporate affiliate in place of its own if the small business Offeror cannot independently satisfy the experience requirement as defined above.

(ii) Basis of Evaluation:

The basis of evaluation will include the offeror's demonstrated experience and depth of experience in performing relevant general construction, permanent modular construction, and design projects as defined in the solicitation submittal requirements. The assessment of the offeror's relevant experience will be used as a means of evaluating the capability of the offeror to successfully meet the requirements of the RFP. The Government will only review the first five (5) projects for general construction, the first five (5) projects for permanent modular construction and the first five (5) projects for design. Any projects submitted in excess of five (5) for general construction experience, five (5) permanent modular construction experience, and five (5) for design experience will not be considered. An offeror that does not submit a minimum of two (2) relevant projects for each subfactor as defined above will receive a rating of "Unacceptable" and will not be eligible for award.

Relevant projects where the Offeror and the proposed design firm(s) and/or modular constructors have previously worked together may be considered more favorably than those that have not worked together.

Relevant projects that demonstrate design-build experience may be considered more favorably than those that do not have design-build experience.

<u>Factor 5 – Technical Solutions:</u>

(i) Solicitation Submittal Requirements:

Submit a narrative work plan and summary level schedule, supplemented via Microsoft Project Construction Schedule, to describe and show your approach in managing the project and ensuring adherence to the project schedule. Both the schedule and narrative must address the execution of the base work as identified in the solicitation. The narrative shall not exceed eight (8) pages. Up to four (4) drawings can be provided to supplement the narrative and will not count towards the page limit. There is no page limit on the summary level schedule.

(a) The narrative work plan shall address major elements of work and demonstrate understanding of the scope, all phases and major milestones, technical complexities, and construction schedule required to achieve the work as identified in the solicitation. Identify activities that may affect the project timeline, including other/off site work activities. In addition, the plan shall address the following technical complexities:

- Describe the project design concept for the permanent facility, how it will match existing surrounding infrastructure and what modern architectural and sustainable features will be incorporated to achieve a unique NATO facility. Sustainable features may include: photovoltaic cells, green roofs, chilled slabs, natural ventilation, thermal insulation, solar-glazing protection, advanced lighting, optimal window orientation, cogeneration units, geothermal heating and cooling, and rainwater collection for non-potable uses;
- Overall management and coordination of simultaneous construction activities and preservation of adjacent ongoing Navy mission activities;
- Approach to avoid project schedule slippage due to material/equipment procurement and delivery delays
- Securing the needed building manufacturer and the needed workforce/skilled workforce;
- Logistical issues such as housing, transportation to the work site;
- Maintaining the workforce as needed and management of this workforce;
- Major subcontractors (modular, structural, civil, mechanical and electrical) ability to provide skilled labor

(b) The project schedule shall illustrate the offeror's ability to achieve or improve on the contract completion date set out in the RFP (712 calendar days inclusive of base bid work as well as all options, including 15 days for bond approval). Identify the overall completion time for this project, as well as interim completion times (including each sequence of work as identified in the RFP) and key milestones for sequences as required to complete construction. The schedule shall demonstrate an understanding of the work, a logical sequence of events to accomplish the work, and contain enough information to identify all of the major milestones, as defined in the RFP.

The schedule shall be based on a contract award date of 31 July 2026. This date is for proposal purposes only and is not intended to indicate an anticipated/planned award date. NOTE: If a realistic duration shorter than specified in the RFP is proposed, the proposed duration will be incorporated into the resultant contract.

(ii) Basis of Evaluation:

Offerors will be evaluated on the extent to which they demonstrate a clear understanding of the requirements of the RFP. A narrative work plan that identifies areas of risk in logistics and resource management, and provides a comprehensive contingency plan that addresses mitigation of any identified risks with potential solutions, may be considered more favorably. A narrative work plan that identifies a modular major subcontractor and their integration into the projects design and construction execution, may be considered more favorably. A schedule that proposes realistic contract duration shorter than the required duration indicated in the RFP may be considered more favorably. A schedule that proposes contract duration longer than indicated in the RFP will be rated UNACCEPTABLE.

NOTE: If a realistic duration shorter than specified in the RFP is proposed, the proposed duration will be incorporated into the resultant contract.

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4. Update Section 00 10 00 – Solicitation, Contract Line Item Number (CLIN Schedule) (Enclosed)

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5. Update Commencement, Prosecution, and Completion of Work (below)

COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

The Contractor shall be required to (a) commence work under this contract within fifteen (15) calendar days after the date the Contractor receives notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use **not later than 712 calendar days after award.** The time stated for completion shall include final cleanup of the premises.

*The calendar days to complete this contract includes the 15 calendar days for submission and approval of performance and payment bonds after the contract award.

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6. Provide Site Visit Information

Date: 10 JUNE 2026

Time: **0930 ET**

Site Visit Meeting Location: If you already have base access to NSA, please meet at the intersection of Blandy Rd and Forrestal Dr. **Please see Attachment K - NSA HR Main Site Base Map.**

THE FOLLOWING NEEDS TO BE COMPLETED FOR ALL ATTENDEES THAT NEED BASE ACCESS:

Personnel wishing to attend the site visit and who need assistance with obtaining a one-day pass for base access **must** email Attachment J - SECNAV FORM 5512 and Attachment L - ODP_ML **to Mellisa Licata at mellisa.d.licata.ctr@us.navy.mil, and CC Kristy Gerrek at kristy.l.gerrek.civ@us.navy.mil.**

The form must be **fully** completed for each individual attendee who needs base access. Complete all information to ensure your forms are processed. **Please ensure you submit your request AS SOON AS POSSIBLE, or it will not be guaranteed that your request will be approved in time for the site visit.** Please check the CNRMA website (https://cnrma.cnic.navy.mil/Operations-and-Management/Base-Access/) to confirm if you have been approved. Once approved, please pick up your one-day pass at your convenience during normal business hours prior to the site visit. The pass and ID office opens at 0700 Monday - Friday.

The pass and ID office address is 9040 Hampton Blvd, Norfolk VA 23505.

IF YOU ARE NOT APPROVED FOR BASE ACCESS IN TIME FOR THE SITE VISIT:

On the **MORNING OF THE SITE VISIT**, please bring **your filled out SECNAV FORM 5512 AND ODP FORM** to the pass and ID office if your request was not approved in time as an in person sponsor will be available that morning. **PLEASE ARRIVE AT THE PASS AND ID OFFICE NO LATER THAN 0730 ET as the office may be busy.** Once you receive your one-day pass, **please meet at the specified project meeting location.**

IF YOU ARE PLANNING ON MEETING THE IN PERSON SPONSOR YOU MUST EMAIL KRISTY GERREK, AT KRISTY.L.GERREK.CIV@US.NAVY.MIL A LIST OF NAMES PRIOR TO THE DAY OF THE SITE VISIT.

Note: ALL PERSONNEL MUST HAVE A REAL ID (HARD COPY) OR PASSPORT TO RECEIVE THE ONE-DAY PASS.

Note: Anyone who is not an American citizen will not be able to receive same day access and must follow the instructions of submitting their forms at least fourteen days prior.

The sponsor for this Site Visit is Mellisa Licata.

Email: mellisa.d.licata.ctr@us.navy.mil

Phone Number: 757-341-1826

Please see additional information regarding the site visit:

- Those attending the Site Visit will not be required to wear industrial PPE, however, please use your discretion as it is an open field.
- **All** personnel wishing to attend the site visit MUST also email Kristy Gerrek at kristy.l.gerrek.civ@us.navy.mil a list of names with their associated companies that will attend the site visit.

Site Visit POCs:

a. Mr. Marcus Sanchez, marcus.a.sanchez.ctr@us.navy.mil
b. Ms. Kristy Gerrek, kristy.l.gerrek.civ@us.navy.mil

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7. Wage Determination VA20260160 05/18/2026

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"General Decision Number: VA20260160 05/18/2026

State: Virginia

Construction Types: Building


Counties: Virginia Counties of
Norfolk*


BUILDING CONSTRUCTION PROJECTS (does not include single family
homes or apartments up to and including 4 stories)

* Designates Independent City


Modification Number     Publication Date
          1                01/30/2026
          2                05/18/2026


 ASBE0024-006 10/01/2024
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	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (DUCT, PIPE & MECHANICAL SYSTEM INSULATION) A. PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY,THE DAY AFTER THANKSGIVING AND CHRISTMAS DAY PROVIDED THE EMPLOYEE WORKS THE REGULAR WORK DAY BEFORE AND AFTER THE PAID HOLIDAY	$ 40.77	20.17

BOIL0045-003 01/01/2025

	Rates	Fringes
BOILERMAKER	$ 38.97	27.39

ELEC0080-010 06/01/2025

	Rates	Fringes
ELECTRICIAN: INCLUDES LOW VOLTAGE WIRING AND ALARM INSTALLATION. A. WORKMEN SHALL TAKE OFF 1 HOUR WITH PAY, AT THE DISCRETION OF THE EMPLOYER, ON STATE AND NATIONAL ELECTION DAYS; TUESDAY FOLLOWING THE FIRST MONDAY IN NOVEMBER, PROVIDED THEY ARE QUALIFIED AND VOTE	$ 36.85	14.13

ELEV0052-005 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY AND CHRISTMAS DAY. B. VACATIONS: 6% MEN UNDER 5 YEARS BASED ON REGULAR HOURLY RATE AND 8% MEN OVER 5 YEARS BASED ON REGULAR HOURLY RATE FOR ALL HOURS WORKED	$ 52.06	38.44

ENGI0147-019 06/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR (CRANES UNDER 90 TONS)	$ 39.99	18.05
POWER EQUIPMENT OPERATOR (CRANES 90 TONS & OVER CAPACITY; TOWER & CLIMBING CRANES WITH CONTROLS 100 FT. ABOVE GROUND)	$ 40.99	18.05

IRON0028-006 05/01/2023

	Rates	Fringes
IRONWORKER, RIGGER	$ 30.22	17.56

IRON0028-007 05/01/2024

	Rates	Fringes
IRONWORKER: STRUCTURAL AND ORNAMENTAL	$ 31.00	18.28

PLUM0110-008 11/01/2025

	Rates	Fringes
PLUMBER	$ 36.92	18.25
PIPEFITTER (INCLUDES HVAC PIPE, UNIT AND TEMPERATURE CONTROLS INSTALLATIONS)	$ 36.92	18.25

SUVA2013-043 01/11/2016

	Rates	Fringes
TRUCK DRIVER: DUMP TRUCK	$ 15.50	0.75
TILE SETTER	$ 27.80	10.25
TILE FINISHER	$ 23.40	0.00
SPRINKLER FITTER (FIRE SPRINKLERS)	$ 18.91	4.67
SHEET METAL WORKER, INCLUDES HVAC DUCT INSTALLATION	$ 20.98	2.62
ROOFER	$ 18.40	2.31
PAINTER: SPRAY	$ 18.10	5.43
PAINTER (BRUSH AND ROLLER)	$ 16.92	0.00
OPERATOR: ROLLER	$ 16.25	4.88
OPERATOR: LOADER	$ 21.28	3.17
OPERATOR: FORKLIFT	$ 19.40	7.00
OPERATOR: BULLDOZER	$ 18.07	3.50
OPERATOR: BOBCAT/SKID STEER/SKID LOADER	$ 18.95	4.03
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE	$ 18.57	1.19
LABORER: COMMON OR GENERAL, INCLUDING DEMOLITION	$ 11.28	1.89
LABORER: PIPELAYER	$ 12.40	1.86
LABORER: MASON TENDER - CEMENT/CONCRETE	$ 12.96	3.12
LABORER: MASON TENDER - BRICK	$ 14.82	3.34
IRONWORKER, REINFORCING	$ 27.18	4.13
GLAZIER	$ 19.36	4.68
CEMENT MASON/CONCRETE FINISHER	$ 20.02	2.00
CAULKER	$ 18.49	1.33
CARPENTER, INCLUDES ACOUSTICAL CEILING INSTALLATION, DRYWALL HANGING, AND FORM WORK	$ 19.80	3.98

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at

www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

Survey Rate Identifiers

The □SU□ identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union

prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

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

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

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

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

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

Wage and Hour Administrator

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            U.S. Department of Labor
            200 Constitution Avenue, N.W.
            Washington, DC 20210
The request should be accompanied by a full statement of the
interested party's position and any information (wage payment
data, project description, area practice material, etc.) that
the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an
interested party may appeal directly to the Administrative
Review Board (formerly the Wage Appeals Board).  Write to:
            Administrative Review Board
            U.S. Department of Labor
            200 Constitution Avenue, N.W.
            Washington, DC 20210.
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  END OF GENERAL DECISION"
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8. Continuation Sheet for Drawings and Specifications (Enclosed)

Note: Attachment H - JFCN IMF DB RFP was provided with Amendment 0001 during Phase I.

DRAWINGS:

REPLACE the following drawings to the DRAWING INDEX under the corresponding discipline and drawing number. These drawings accompany this Amendment:

CD101 SITE DEMOLITION PLAN

CS101 SITE PLAN

CU101 SITE UTILITY PLAN

LD101 LANDSCAPE DEMOLITION PLAN – COA 2 with LD101 LANDSCAPE DEMOLITION PLAN

L-101 LANDSCAPE PLAN – COA 2 with L-101 LANDSCAPE PLAN

DESIGN-BUILD (BD) REQUEST FOR PROPOSAL (RFP):

ALL PARTS OF THE RFP

Replace Temporary Parking Garage language **with** Parking Garage.

PART 3 – PROJECT PROGRAM, CHAPTER 1.0, PROJECT DESCRIPTION, 1.2.13 Bid Option

Add the following text under the new sub heading 1.2.13 Bid Option:

Include program square footage for an additional 148 personnel, including administration and building support spaces, plumbing fixtures, revised egress and life safety requirements as outlined in Part 6, Attachment D – Program Requirements.

PART 3 – PROJECT PROGRAM, CHAPTER 2.0, PROJECT OBJECTIVES, 2.7

Add the following paragraph at the end of section 2.7 Adaptability And Flexibility:

Bid Option – Parking Garage Expansion: Include, as an optional costed scope item, the design and construction to accommodate an additional 354 parking spaces beyond the base requirement of 478 spaces. These additional spaces may be accommodated either within the primary parking structure or within a separate structure located in reasonable proximity to the project site. Any proposed solution shall demonstrate that ingress and egress operations maintain efficient traffic flow, particularly during peak arrival and departure periods, and shall avoid designs that result in excessive queuing, delay, or circulation constraints. Proposals that rely on large multi-level parking configurations must clearly address and mitigate potential access limitations associated with such designs.

PART 3 – PROJECT PROGRAM, CHAPTER 3.0, SITE ANALYSIS, 3.2.1(B)

REPLACE the first paragraph with the following text:

Eleven (11) residential buildings formerly used for temporary housing (Buildings SC-32 through SC-39, SC-45, SC-141, and SC-142) will be demolished as part of this project, as well as five small structures in the picnic area to the east. To identify Hazardous Materials (HazMat) requiring removal prior to demolition, AECOM performed a HazMat survey of seven (7) of these buildings between January 6 and 14, 2025. It should be noted that Buildings SC-38, SC-39, SC-45, and SC-141 were not surveyed although they are slated for demolition. Buildings SC-38, SC-39, SC-45, and SC-141 were not included in the HazMat scope, and these buildings must be surveyed prior to demolition. For bidding purposes, the abatement contractor must assume that Buildings SC-38, SC-39, SC-45, and SC-141 have the same SC-32 and SC-142. Assume these materials are present in Buildings SC-38, SC-39, SC-45, and SC-141.

All eleven (11) buildings have lead-containing materials (LCM), chiefly paint, and other building HazMat. The HazMat Survey Report listing the presence location and quantity of identified HazMat is included in Part 6, Attachment P.

PART 3 – PROJECT PROGRAM, CHAPTER 3.0, ESR F20 SELECTIVE BUILDING DEMOLITION

REPLACE the first paragraph of section **F2010 BUILDING ELEMENTS DEMOLITION** with the following text:

This project includes the complete demolition of the following infrastructure: Buildings SC-32 through SC-39, SC45, SC141, and SC142. All eleven (11) buildings until recently were used as temporary housing. Buildings SC32 and SC33 are one story with the remaining buildings being

two stories. All eleven (11) buildings were constructed of brick and had wooden roofs with asphaltic roofing. The eleven (11) buildings appear to have been wooden framed. All had central heating and air conditioning in a mechanical room or two mechanical rooms in the two-story units. All eleven (11) buildings interiors consisted of drywall mounted on wooden studs, and a mix of carpet, ceramic tile, wooden flooring, vinyl tile, and linoleum floors inside.

Part 6, Attachment D – Program Requirements

REPLACE the full Program with the updated Program accompanying this Amendment.

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9. Attachment E- Historical Small Business Utilization is provided with this amendment (attached separately).

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10. Attachment F - Small Business Participation Commitment Document (SBPCD) is provided with this amendment (attached separately).

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11. Attachment G - Small Business Subcontracting Plan (SBSP) is provided with this amendment (attached separately).

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12. Attachment I - P1678 NATO Price Proposal Form is provided with this amendment (attached separately).

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13. Provide three (3) Site Visit Attachments (attached separately)

- Attachment J - SECNAV 5512 is provided with this amendment.
- Attachment K - NSA HR Main Site Base Map is provided with this amendment.
- Attachment L - ODP_ML is provided with this amendment.

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14. Attachment M - JFCN IMF DB RFP – Amended is provided with this amendment (attached separately).

Note: The only changes to the DB RFP are the changes indicated in the continuation sheet located in item 8 above, and Attachment M.

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15. One (1) Justification & Approval (J&A) is provided with this amendment (attached separately).

- CJ&A ML-23-80 – Redacted

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16. Applicable Clauses and Provisions are updated with this amendment (Enclosed).

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17. Updated Pre-proposal Inquiry Response (Enclosed)

PPI #	Page	Section	Paragraph	Question	Response
10	11/12 of 65	Section 00 21 00 - Instructions, 3. Basis of Evaluation and Submittal Requirements…;	Factor 1 - Technical Approach, Paragraph 1.	Paragraph 1 states, "Provide a simple organizational chart that clearly identifies the lines of authority between the proposed primary construction firms and primary design firms for this contract. Include a brief description of the role and responsibility of each entity not to exceed (1) one single sided page." Please confirm that the Organization Chart and the brief description of the role and responsibility of each entity are to be on one page, and that the Organization Chart is not a separate page.	The role and responsibility of each entity shall not exceed (1) one page. The organizational chart is not included in this page limitation.