SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	N4008525R2638	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	22 Dec 2025	1 OF 65

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
		1810892

7. 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

8. ADDRESS OFFER TO

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)*
	Kristy GERREK	757-341-0089

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying number, date)*

Project Title: DESIGN-BUILD P1678 NATO JFCNF PHASE II INTERIM MODULAR FACILITY, NSA NORFOLK, VA
Project Location: NSA NORFOLK, VA

SOLICITATION NO: N4008525R2638

THIS REQUEST FOR PROPOSAL (RFP) IS FOR PHASE ONE FACTORS 1-4 ONLY. OFFERORS WHO HAVE BEEN SELECTED FOR PHASE TWO WILL BE NOTIFIED DIRECTLY TO SUBMIT FACTORS 5-6 AND PRICE PROPOSAL.

THIS ACQUISITION IS BEING SOLICITED ON AN UNRESTRICTED BASIS WITH FULL AND OPEN COMPETITION.

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

11. The contractor shall begin performance within 15 calendar days and complete it within 640 calendar days after receiving ☒ award, ☐ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. ***(See*** FAR 52.211-10 ***).***

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

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 02:00 PM ***(hour)*** local time 05 Feb 2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

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

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

d. Offers providing less than 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*

CODE FACILITY CODE

15. TELEPHONE NUMBER *(Include area code)*

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

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

AMOUNTS ▶

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NUMBER										
DATE										

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

20b. SIGNATURE

20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO THE UNITED STATES CODE AT

☐ 10 U.S.C. 3204(a) ( ) ☐ 41 U.S.C. 3304(a) ( )

26. ADMINISTERED BY

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

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

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

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

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

Section 00 00 00 - Procurement and Contracting Requirements

DESIGN-BUILD P1678 NATO JFCNF PHASE II INTERIM MODULAR FACILITY, NSA NORFOLK, VA

Defense Priorities Allocation System (DPAS) Priority Rating: DO-C2
Date: 22 Dec 2025

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

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	BASE PRICE: Total Price for line items 0001A-0001C for the entire work for P1678 NATO JFCNF Phase II Interim Modular Facility in accordance with the RFP, complete, but excluding work provided in another Priced line Item. Centralized Unique Program Identification (CUPID): 000 Program Code: C20 Pricing Arrangement: Firm Fixed Price	1	Project		
Option Line Item 0002	Option Item No. 1 - Unit Price for handling, stockpiling, sampling, analysis, treatment and disposal of impacted non-hazardous contaminated soil media (including, but not limited to, PFAS, petroleum, VOC's and metals) at a RCRA D permitted licensed facility as necessary, complete in accordance with the drawings and specifications, but excluding work provided in another line item. Centralized Unique Program Identification (CUPID): 000 Program Code: C20 Pricing Arrangement: Firm Fixed Price	1,000	Project		
Option Line Item 0003	Option Item No. 2 - Unit Price for undercut and temporary stockpiling of geotechnically unsuitable subgrade soils and replacement with imported structural fill material, aggregate base course or with #57 crushed stone, complete in accordance with the drawings and specifications, but excluding work provided in another Line Item. Disposal of impacted surplus soil media will be covered under Line Item 0001C & 0002. Centralized Unique Program Identification (CUPID): 000 Program Code: C20 Pricing Arrangement: Firm Fixed Price	2,500	Project		
Option Line Item 0004	Option Item No. 3 - Unit Price for demolition, excavation and disposal of buried concrete and debris greater than 1/2 cubic yard in size, encountered within planned excavation limits and not identified in the Contract Documents, complete in accordance with the drawings and specifications, but excluding work provided in another line item. (Note: Pieces of buried concrete and debris encountered within the planned excavation limits smaller	750	Project		

	than 1/2 cubic yard in size shall be considered to be incidental to the work). Centralized Unique Program Identification (CUPID): 000 Program Code: C20 Pricing Arrangement: Firm Fixed Price				
Option Line Item 0005	Option Item No. 4 - LUMP SUM PRICE: FF&E - General Package. Price for providing work in connection with labor, material, equipment, transportation and supervision required for the Furniture, Fixtures, and Equipment (FF&E), complete in accordance with the drawings and specifications, but excluding work provided in another Priced line item. Centralized Unique Program Identification (CUPID): 000 Program Code: C20 Pricing Arrangement: Firm Fixed Price	1	Project		
Option Line Item 0006	Option Item No. 5 - LUMP SUM PRICE: Price for providing Audio Visual System (A/V) Equipment. Price for equipment, testing, and associated training in accordance with the drawings and specifications, but excluding work provided in another Priced line item. The equipment includes, but is not limited to, items such as flat panel monitors, projectors, wall input boxes, touch screens, push button control panels, microphones, speakers and the communication cabling connecting these devices together. Centralized Unique Program Identification (CUPID): 000 Program Code: C20 Pricing Arrangement: Firm Fixed Price	1	Project		
Option Line Item 0007	Option Item No. 6 - LUMP SUM PRICE: Price for providing Electronic Security System (ESS). Price for equipment, testing, and associated training in accordance with the drawings and specifications, but excluding work provided in another Priced line item. Include the price for supporting permanent infrastructure under the Base Price. Interior supporting infrastructure includes items such as conduit, junction boxes, electronic door strikes, door hardware, mounting hardware, and power connections. Centralized Unique Program Identification (CUPID): 000 Program Code: C20 Pricing Arrangement: Firm Fixed Price	1	Project		
Option Line Item 0008	Option Item No. 7 - Asbestos Removal: Total Price for line items 0008A-0008C.	1	Project		

	Centralized Unique Program Identification (CUPID): 000 Program Code: C20 Pricing Arrangement: Firm Fixed Price				
Option Line Item 0009	Option Item No. 8 - Unit Price for handling, stockpiling, sampling, analysis, water treatment and disposal of hazardous contaminated soil media that requires transport and disposal at a RCRA C permitted licensed facility, complete in accordance with the drawings and specifications, but excluding work provided in another line item. Centralized Unique Program Identification (CUPID): 000 Program Code: C20 Pricing Arrangement: Firm Fixed Price	1,000	Project		

Section 00 21 00 - Instructions

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Attachment J - SECNAV 5212 *(provided with Phase II)*

1. GENERAL

1.1 GENERAL OVERVIEW OF PROCUREMENT PROCESS

1.1.1 This acquisition is being solicited on an unrestricted basis, with Full and Open Competition.

1.1.2 The NAICS code for this procurement is 236220 and the size standard is $45,000,000.

1.1.3 In accordance with DFARS 236.204(iii), the magnitude of construction for this project is between $100,000,000 to $250,000,000.

1.1.4 This solicitation is formatted as a Request for Proposal and will be advertised utilizing FAR Part 36.3, Two Phase Design Build Selection Procedures and FAR Part 15 - Contracting by Negotiations resulting in a Firm Fixed Price (FFP) contract for construction services.

This method permits evaluation of proposals based on price competition, technical merit and other factors; permits impartial and comprehensive evaluation of offerors' proposals; permits discussions if necessary; and ensures selection of the source whose performance provides the best value to the Government.

1.2 GENERAL OVERVIEW OF CONTRACT

Description of Work:

This design-build project provides needed administration and operational spaces for NATO Joint Force Command Norfolk's Facilities (JFCNF) to continue mission capabilities. This project will provide a permanent modular constructed facility and must meet the requirements of permanent construction as outlined in the applicable codes and standards. Support elements for the new JFCNF building includes site preparations for clearing and earthwork, excavation, cut and gill, grading, paving, and storm water improvements. The current site is vacant, and all utilities will need to be brought to the site for tie-in to the new facility.

2. BASIS FOR AWARD

2.1. The Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract; to negotiate with offerors in the competitive range; and to award the contract to the offeror submitting the proposal determined to represent the best value--the proposal most advantageous to the Government, cost /price and other factors considered.

2.2. As stated in the solicitation, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In addition, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

2.3. The tradeoff process is selected as appropriate for this acquisition. The Government considers it to be in its best interest to allow consideration of award to other than the lowest priced offeror or other than the highest technically rated offeror.

2.4. This procurement will utilize two-phase design-build selection procedures as prescribed in FAR Subpart 36.3, where non-price Factors 1-4 will be evaluated in Phase I, and non-price Factors 5-6 and price will be evaluated in Phase II. Factor 1 will only be rated Acceptable or Unacceptable. If an offeror is rated Unacceptable in Factor 1, then they will not be considered for Phase II, unless corrected through discussions. In making the best value award decision after Phase II, the Government will consider non-price Factors 2-6 and price. The relative order of importance of the non-price evaluation factors is the technical factors (Factors 2, 4, 5, and 6) are of equal importance to each other and, when combined are equal in importance to the past performance evaluation/performance confidence assessment factor (Factor 3). Subfactors 2a, 2b, and 2c are of equal importance. When the proposal is evaluated as a whole, the technical factors and past performance /performance confidence assessment factor combined (i.e., the non-price evaluation factors) are approximately equal to price.

2.5. Any proposal found to have a deficiency in meeting the stated solicitation requirements or performance objectives will be considered ineligible for award, unless the deficiency is corrected through discussions. An Unacceptable rating in any of the non-cost/price factors will result in an overall rating of "Unacceptable" for the non-cost/price factors, unless corrected through discussions. Proposals may be found to have either a significant weakness or multiple weaknesses that impact either the individual factor rating or the overall rating for the proposal. The evaluation report must document the evaluation board's assessment of the identified weakness(s) and the associated risk to successful contract performance resulting from the weakness(s). This assessment must provide the rationale for proceeding to award without discussions.

3. EVALUATION FACTORS FOR AWARD

1. The solicitation requires the evaluation of price and the following non-cost/price factors:

Phase I:

Factor 1 - Technical Approach

Factor 2 - Experience

Subfactor 2a - General Construction Experience

Subfactor 2b - Permanent Modular Construction (PMC) Experience

Subfactor 2c - Design Experience

Factor 3 - Past Performance

Factor 4 - Safety

Phase II:

Factor 5 - Technical Solution

Factor 6 - Small Business Utilization and Participation

The distinction between corporate experience and past performance is corporate experience pertains to the types of work and volume of work completed by a contractor that are comparable to the types of work covered by this requirement, in terms of size, scope, and complexity. Past performance pertains to both the relevance of recent efforts and how well a contractor has performed on the contracts.

2. As stated in the solicitation for this two-phase design-build procurement, Factors 1-4 will be evaluated in Phase I and Factors 5-6 will be evaluated in Phase II. Factor 1 will only be rated Acceptable or Unacceptable. If an offeror is rated Unacceptable in Factor 1, it will not be considered for Phase II, unless deficiencies in proposal are corrected through discussions. In making the best value award decisions after Phase II, the Government will consider Factors 2-6 and price. The relative order of importance of the non-price evaluation factors is the technical factors (Factors 2, 4, 5, and 6) are of equal importance to each other and, when combined are equal in importance to the past performance evaluation /performance confidence assessment factor (Factor 3). Subfactors 2a, 2b, and 2c are of equal importance. When the proposal is evaluated as a whole, the technical factors and past performance/performance confidence assessment factor combined (i.e., the non-price evaluation factors) are approximately equal to price.

After evaluating Phase I proposals, the source selection authority shall select the most highly qualified offerors and request that only those offerors submit Phase II proposals. In accordance with FAR 36.303-1(a)(4), the solicitation shall state that a maximum of five (5) offerors will be selected to submit Phase II proposals unless the contracting officer determines that a number greater than five (5) is in the Government's best interest.

The importance of price will increase if the Offerors' non-cost/price proposals are considered essentially equal in terms of overall quality, or if price is so high as to significantly diminish the value of a non-cost/price proposal's superiority to the Government. Award will be made to the responsible Offeror(s) whose offer conforms to the solicitation and represents the best value to the Government, price and non-price factors considered.

3. Basis of Evaluation and Submittal Requirements for Each Factor.

Price Proposal (Phase II):

(i) Solicitation Submittal Requirements:

The offeror shall submit one (1) electronic copy via PIEE of the solicitation submittal requirements identified below. The Price and Non-price proposals shall be submitted in separate files and submitted in Portable Document Format (PDF). In addition, non- price/technical information included in the price proposal will not be considered, likewise, price information included in the non-price/technical proposal will not be considered. All required proposal documents shall be submitted in accordance with FAR 15.208.

All submissions shall include the following:

1. Executed SF1442. Offeror shall insert its company name and address in Block #14, telephone number in Block #15, acknowledge all amendments in Block #19 (if applicable), name and title of person authorized to sign in Block #20A, signature in Block #20B, and offer date in Block #20C of the SF1442. In addition, Offeror shall provide a cover page with solicitation number, solicitation title, Offeror name, address, phone number, fax number, Unique Entity Identifier (UEI),

CAGE code, Federal Tax ID number, Point of Contact (POC), POC phone number, and POC email address with its proposal.

2. Completed Price Proposal Form. The Offeror is required to submit a complete Price Proposal Form that includes completion of all line items. Pricing information is not required to be completed under Section 00 10 00 - Solicitation Contract Form in SF 1442.

3. Bid Bond (SF-24). Offeror shall submit a bid bond (SF-24) in the amount of 20% of total project bid price for the project or $3M, whichever amount is less. The bid bond shall be in the name of the offeror identified on the SF1442.

4. SAM registration. Offeror shall ensure current registration on the SAM Website, www.sam.gov, including Annual Representations and Certifications are complete and updated for this procurement. If a Representation or Certification required by Section 00 45 00 of the RFP is not provided in SAM, include the representation or certification in your price proposal. Please also submit the representation and certification for 52.209-13 - Violation of Arms Control Treaties or Agreements- Certification separately. It is not included in the annual representations and certifications in the System for Award Management.

5. FAPIIS. Offeror shall ensure Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete, as required by FAR 52.209-7, Information Regarding Responsibility Matters.

6. VETS-4212 registration. Confirmation of filing of Veterans' Employment and Training (VETS-4212) for the 2024 /2025 filing cycle, if the Offeror is required to submit.. Offeror shall ensure a current VETS-4212 report has been submitted to the Department of Labor (DOL) website, http://www.dol.gov/vets/vets4212.htm. An email confirmation of submission can be requested and received by the Offeror from the DOL website and submitted in the price proposal. If the Offeror is not required to submit a report to VETS-4212, include a brief statement and justification explaining why the Offeror is not required to submit a report. Visit the VETS-4212 website for details concerning if your company is required to submit a VETS-4212 report and to request an email confirmation of submission.

7. Small Business Subcontracting Plan (Reference FAR 52.219-9 ALT II and DFARS 252.219-7003).

In accordance with FAR 19.7, all other than small businesses shall submit a Small Business Subcontracting Plan (SBSP) utilizing the template provided as Attachment G. Acceptability of the SBSP will be considered a responsibility matter. The SBSP will not be evaluated or rated by the SSEB, but reviewed by a Small Business Professional/Authorized Representative and the Contracting Officer for acceptability. The SBSP shall be negotiated and/or accepted within the time specified by the Contracting Officer. Failure to negotiate an acceptable subcontracting plan within the time limit prescribed by the Contracting Officer will render the Offeror ineligible for award of the contract. The SBSP will be incorporated into the resulting contract.

NAVFAC's command-wide small business subcontracting targets are shown below. These may be higher or lower than percentages that would represent, challenging, small business subcontracting goals for this acquisition consistent with efficient and effective performance of the contract. These targets are based on a percentage of total planned subcontract dollars.

Small Business (SB)	40%
Small Disadvantaged Business (SDB)	5%
HUBZone SB	3%
Woman-Owned Small Business (WOSB)	9%
Service-Disabled Veteran-Owned Small Business (SDVOSB)	5%

The SBSP shall be consistent with the commitments offered in the Small Business Utilization and Participation factor. In accordance with DFARS 215.304(c)(i), when an evaluation assesses the extent that small businesses are specifically identified in proposals, those small businesses considered in the evaluation shall be listed in the SBSP.

Please note that SBSP goals and the participation rates provided in the Small Business Participation Commitment Document (SBPCD) WILL NOT be the same. The participation rates within the SBPCD are provided as percentages of the total contract value; subcontract plan goals are provided as a percentage of planned subcontracting dollars. While the

percentages will differ, the types of products/services identified in the SBSP, should be the same as those products/services identified in the SBPCD. Likewise, the planned small business subcontract dollars in the SBSP will be equal to (or in some cases greater than) the extent of small business participation identified in the SBPCD.

8. Bank Reference. One (1) Signed Bank Reference demonstrating adequate financial resources. If offeror's firm has a line of credit, provide information on how many figures the offeror can borrow against the line of credit (i.e. medium 6 figures - exact line of credit is not required).

9. Financial Statements. The Offeror shall provide the latest three complete fiscal year financial statements for the prime contractor, certified by an independent accounting firm, if practicable, or signed by an authorized officer of the organization. Submit evidence of availability of working/operating capital, which will be used for the performance of the resultant contract. For Joint Venture arrangements, submit the latest three complete fiscal year financial statements for each company in the Joint Venture and discuss the financial responsibilities among the companies.

10. Facilities and Equipment. Provide a description of offeror's facilities and equipment.

11. Other Work. Provide a list of offeror's other work presently under contract.

(ii) Basis of Evaluation:

The Government will evaluate price based on the total price. Total price consists of the basic requirements and all option items (See Attachment I- Price Proposal Form). The Government intends to evaluate all options and has included the provision FAR 52.217-5, Evaluation of Options (JUL 1990) in Section 00 21 16 of the solicitation. In accordance with FAR 52.217-5, evaluation of options will not obligate the Government to exercise the option(s). Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

(i) Comparison of proposed prices received in response to the RFP.

(ii) Comparison of proposed prices with the IGCE.

(iii) Comparison of proposed prices with available historical information.

(iv) Comparison of market survey results.

Although required to be submitted with offeror's price proposal, Items 3 through 11 above will not be evaluated as part of the price proposal. This information will be utilized by the Government in the responsibility determination and for considering responsiveness to the solicitation requirements.

Non-price Proposal:

All submissions shall include the following:

The Offeror shall submit one (1) electronic copy via PIEE of the solicitation submittal requirements identified below. The Price and Non-price proposals shall be submitted in separate files and submitted in Portable Document Format (PDF). In addition, non- price/technical information included in the price proposal will not be considered, likewise, price information included in the non-price/technical proposal will not be considered. All required proposal documents shall be submitted in accordance with FAR 15.208.

Offeror shall provide a cover page with solicitation number, solicitation title, Offeror name, address, phone number, fax number, Unique Entity Identifier (UEI), CAGE code, Federal Tax ID number, Point of Contact (POC), POC phone number, and POC email address with its proposal.

Refer to individual factors for page limitations. Pages that exceed indicated page limitations shall not be evaluated.

For Phase I, offerors shall only submit information for Factors 1, 2, 3, and 4.

Note: If proposing as a Joint Venture (JV), please submit the POC, UEI, and CAGE Code for each JV partner.

Factor 1 - Technical Approach:

(i) Solicitation Submittal Requirements:

The composition and management of the firms proposed as the design-build (DB) team for this contract will be evaluated in this factor.

The offeror shall submit the following information:

1. 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. If the experience of an entity is being claimed in Factor 2, Experience, that entity must be named in the organizational chart. Please refer to Factor 2 for any limitations on submitting experience of proposed subcontractors.

The information requested in item #2 below is not included in this page limitation.

2. In addition, the offeror shall submit a signed copy of a joint venture agreement, partnership agreement, teaming agreement, approved mentor protege agreement (MPA), or letter of commitment signed by each member of the offeror's team identified above (e.g., joint venture member, partner, team member, subcontractor, parent company, subsidiary, or other affiliated company, etc.). Letters of commitment for the Designer of Record shall be addressed from the Designer of Record to the Offeror. The Designer of Record's letter of commitment shall be signed by the Designer of Record's signing authority.

(ii) Basis of Evaluation:

The assessment of the offeror's technical approach will be used as a means to review the organizational structure and roles and responsibilities proposed by the Offeror. This factor will be rated on an Acceptable or Unacceptable basis.

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), 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 $100,000,000 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
- 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 for the Offeror shall have been completed within the **past ten (10) 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 ten (10) 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 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 $50,000,000 or greater.

Scope/Complexity: New construction of a two-story or greater commercial, industrial, or institutional Permanent Modular Construction (PMC) 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 ten (10) 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 ten (10) 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 firm as the **Designer of Record** for this subfactor that best demonstrate their experience on relevant projects similar in size, scope, and complexity to this RFP. The design firm must have been the DOR on all submitted projects.

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

Size: A final construction cost of $100,000,000 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
- 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 is defined as having been 100% completed within the past **ten (10) years** from the date of issuance of this RFP. For design-build projects, the design portion of the contract shall have been completed within the past ten (10) years of 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.

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-Protege Joint Venture, the offeror shall submit the signed U.S. Small Business Administration (SBA) Mentor-Protege 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.

Factor 3 - Past Performance:

(i) Solicitation Submittal Requirements:

Recent, relevant projects are determined within the requirements for Factor 2 - Experience.

If a completed Contractor Performance Assessment Reporting System (CPARS) evaluation is available, it shall be submitted with the proposal for each project included in Factor 2 (all projects submitted for General Construction, Modular Construction, and Design Experience subfactors). The offeror shall include all completed CPARS evaluations (interim and final) for a project. If there is not a completed CPARS evaluation, the Past Performance Questionnaire (PPQ) included in the solicitation is provided for the offeror or its team members to submit to the client for each project the offeror includes in its proposal for Factor 2 - Experience.

The Offeror should provide completed PPQ's in the proposal. Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation. If the Offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the Offeror shall complete and submit with the proposal the first page of the PPQ (Attachment D), which will provide contract and client information for the respective project(s). The Government may make reasonable attempts to contact the client noted for that project(s) to obtain the PPQ information. However, Offerors should follow-up with clients/references to help ensure timely submittal of questionnaires. Offerors should ensure correct phone numbers and email addresses are provided for the client point of contact. Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Kristy Gerrek, via email at kristy.l.gerrek.civ@us.navy.mil prior to proposal closing date.

AN OFFEROR SHALL NOT SUBMIT A PPQ WHEN A COMPLETED CPARS IS AVAILABLE.

Offerors may provide any information on problems encountered and the corrective actions taken on projects submitted under Factor 2 - Experience. Offerors may also address any adverse past performance issues. Such explanations shall not exceed four (4) pages in total. Information beyond this page limitation will not be considered.

Performance award or additional information submitted will not be considered.

Sources of Past Performance Information for evaluation for the offeror, the Designer of Record subcontractor (if any), and any PMC subcontractor will be considered. Sources that may be used are as follows:

- Past performance information provided by the offeror, as solicited;

- Past performance information obtained from questionnaires tailored to the circumstances of the acquisition; and

- Past performance information obtained from any other sources available to the Government, to include, but not limited to, Contractor Performance Assessment Reporting System (CPARS), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), or other databases; the Defense Contract Management Agency; and interviews with Program Managers, Contracting Officers, and Fee Determining Officials.

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

A copy of the blank Past Performance Questionnaire to be used for requesting client references is included as Attachment D.

The Government reserves the right to contact references for verification or additional information. The Government's inability to contact any of the Offeror's references or the references' unwillingness to provide the information requested may affect the Government's evaluation of this factor.

(ii) Basis of Evaluation:

This evaluation focuses on how well the Offeror, the proposed Designer of Record subcontractor (if any), and proposed PMC subcontractor performed on the projects submitted under Factor 2 - Experience and past performance on other projects currently documented in known sources.

The Government will consider the currency and relevance of the information, the source of the information, context of the data, and general trends in Contractor's performance. In the case of Offerors for which there is no information on past performance, or where past performance information is not available or so sparse that no meaningful assessment can be performed, the Offeror may not be evaluated favorably or unfavorably, and will instead receive a "Neutral" rating (See FAR 15.305(a)(2)(iv)). The Government may determine that a "Substantial Confidence" or "Satisfactory Confidence" past performance rating is worth more than a "Neutral Confidence" past performance rating in a best value tradeoff as long as the determination is consistent with stated selection criteria.

The Government will consider the degree to which past performance evaluations and all other past performance information reviewed by the Government (e.g., CPARS, Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), performance recognition documents, and information obtained from any other source) reflect a trend of satisfactory performance considering:

- A pattern of successful completion of tasks;

- A pattern of deliverables that are timely and of good quality;

- pattern of cooperativeness and teamwork with the Government at all levels (task managers, contracting officers, auditors, etc.); and

- Recency of tasks performed that are identical to, similar to, or related to the task at hand.

Factor 4 - Safety:

The Offeror shall submit the following information: The Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate; and Total Case Rate (TCR) for the specified five (5) Calendar Years (CY), as well as a safety narrative, as described further below. For a partnership or joint venture, the Offeror shall submit separate DART rates and TCR for the specified five (5) CY for each contractor who is part of the partnership/joint venture; however, only one safety narrative is required. Any fatalities experienced within this 5-year timeframe must be explained in detail, to include root cause and corrective actions.

NOTE: DART and TCR shall not be submitted for subcontractors

1. DART Rate: Submit five (5) previous complete calendar years' [CY2021, CY2022, CY2023, CY2024, CY2025] worth of data (not an overall average). If the Offeror has no DART rate, for any year, affirmatively state so and explain why. Should a negative trend occur above moderate risk levels, an acceptable/detailed explanation is required that includes any corrective actions taken for improvement.

a. DART cases include injuries or illnesses resulting in death, days away from work, and/or restricted work or transfer to another job days beyond the day of injury/illness.

b. Calculation of DART rate: Multiply the total number of DART cases by 200,000 and then divide by the number of employee labor hours worked.

DART RATE = Number of DART Incidents x 200,000 / Total Number of Employee Labor Hours Worked

2. TCR Rate: Submit five (5) previous complete calendar years' [CY2021, CY2022, CY2023, CY2024, CY2025] worth of data (not an overall average). If the Offeror has no TCR rate, for any year, affirmatively state so and explain why. Should a negative trend occur above moderate risk levels, an acceptable/detailed explanation is required that includes any corrective actions taken for improvement.

a. TCR cases include injuries or illnesses resulting in death, days away from work, restricted work or transfer to another job days beyond the day of injury/illness, medical treatment beyond first aid, or loss of consciousness.

b. Calculation of TCR rate: Multiply the total number of TCR incidents by 200,000, and then divide by the number of employee labor hours worked.

TCR RATE = Number of TCR Incidents x 200,000 / Total Number of Employee Labor Hours Worked

3. Technical Approach to Safety: Submit a narrative that addresses the following:

a. Describe the Offeror' s approach to implementing and executing a Safety Management System (SMS) including Management/Leadership involvement, Employee involvement, Hazard prevention, Hazard control, Worksite analysis, and Safety and health training, to include the standard(s) used to benchmark the SMS.

b. Describe the evaluation process used to select potential subcontractors.

c. Describe the processes of how the Offeror will oversee safety compliance of subcontractors at all levels throughout performance of the contract (to include the Offeror's own in-house workforce).

d. The Technical Approach to Safety narrative shall be limited to two (2) pages.

4. The Government reserves the right to review other available sources (public/Government internal) of information. These may include but are not limited to OSHA data, NAVFAC's Contractor Incident Reporting System (CIRS), Contractor Performance Assessment Reporting System (CPARS), Electronic Contract Management System (eCMS), etc.

(ii) Basis of Evaluation:

The Government is seeking to determine that the Offeror has consistently demonstrated a commitment to safety and that the Offeror plans to properly manage and implement safety procedures for itself and its subcontractors. The evaluation will collectively consider the DART rate, TCR rate, Technical Approach to Safety, and other sources of information available to the Government as part of such collective evaluation. The board will evaluate the DART rates and TCR rates to determine if the Offeror has demonstrated a history of safe work practices taking into account any negative trends and extenuating circumstances that impact the rating.

1. DART Rate: The board will evaluate trends over the last five years considering changes that take it from one risk level (or more) to the next up or down. Negative trends occurring above moderate risk levels require the Offeror to provide a detailed explanation that includes any corrective actions taken for improvement.

a. Missing data without an explanation is considered a deficiency.

b. Declining trends that push the risk levels from Moderate Risk (MR) or higher to Low Risk (LR) or Very Low Risk (VLR) would indicate a strength.

c. An increasing DART rate trend could be considered a weakness (i.e. MR or better to High Risk (HR) or Extremely High Risk EHR)) if an acceptable explanation is not provided for any trends that rise above Moderate.

d. This chart correlates the DART rate to the level of risk:

Risk	DART Rate
Very Low Risk	Less Than 1.0
Low Risk	From 1.0 to 1.99
Moderate Risk	From 2.0 to 2.99
High Risk	From 3.0 to 4.0
Extremely High Risk	Greater than 4.0

2. TCR Rate: The board will evaluate trends over the last five years considering changes that take it from one risk level (or more) to the next up or down. Negative trends occurring above moderate risk levels require the Offeror to provide a detailed explanation that includes any corrective actions taken for improvement.

a. Missing data without an explanation is considered a deficiency.

b. Declining trends that push the risk levels from Moderate Risk (MR) or higher to Low Risk (LR) or Very Low Risk (VLR) would indicate a strength.

c. An increasing TCR rate trend could be considered a weakness (i.e. MR or better to High Risk (HR) or Extremely High Risk EHR)) if an acceptable explanation is not provided for any trends that rise above Moderate.

d. This chart correlates the TCR rate to the level of risk:

Risk	TCR Rate
Very Low Risk	Less Than 2.49
Low Risk	From 2.5 to 3.49
Moderate Risk	From 3.5 to 4.49
High Risk	From 4.5 to 5.99
Extremely High Risk	Greater than 6.0

3. The Technical Approach to Safety Narrative. To determine the degree to which the Offeror:

a. Describes a viable SMS that addresses elements; such as Management/Leadership involvement, Employee involvement, Hazard prevention, Hazard control, Worksite analysis, and Safety and health training, to include the standard (s) used to benchmark the SMS.

b. Describes a methodical process of evaluating subcontractor's safety performance in their selection process.

c. Describes a logical management plan to hold themselves and their subcontractors accountable for adhering to the safety requirements of the contract.

d. The Technical Approach to Safety narrative shall be limited to two (2) pages. Information on pages beyond this will not be considered.

4. The Government reserves the right to review other available sources (public/Government internal) of information. These may include but are not limited to OSHA data, NAVFAC's Contractor Incident Reporting System (CIRS), Contractor Performance Assessment Reporting System (CPARS), Electronic Contract Management System (eCMS), etc.

Factor 5 - Technical Solutions

(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 (640 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 August 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.

Note: See 00 21 13 below for a continuation of this section.

FAR Clauses Incorporated by Full Text

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

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

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

(End of provision)

52.233-2 Service of Protest. (Sep 2006)

Service of Protest (Sept 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Amanda Bricker, Contracting Officer
NAVFAC Mid-Atlantic, Contracting Support Line Construction and Design Division (CON 22)
9324 Virginia Avenue
Building Z-140, Room 216
Norfolk, VA 23511

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-27 Site Visit (Construction). (Feb 1995)

Site Visit (Construction) (Feb 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) **Please refer to Section 00 21 00 Instructions to Offerors, 4. PROPOSAL REQUIREMENTS, 4.1 SITE VISIT**

(End of Provision)

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

Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the

provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

https://acquisition.gov

https://www.acq.osd.mil/dpap/dars/dfarspgi/current/

(End of provision)

52.252-5 Authorized Deviations in Provisions. (Nov 2020)

Authorized Deviations in Provisions (Nov 2020)

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

(b) The use in this solicitation of any **FAR and DFARS (48 CFR Chapter 1 and 2)** provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

Section 00 21 13 - Instructions to Bidders

Note: This section is a continuation of section 00 21 00.

Factor 6 - Small Business Utilization and Participation:

It is the policy of the Government to provide maximum practicable opportunities in its acquisitions to Small Business (SB) concerns, including Small Disadvantaged Business (SDB), Woman-Owned Small Business (WOSB), Historically Underutilized Business Zone Small Business (HUBZone SB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), and other small business concerns. Further, it is the policy of the Government that such concerns will have the maximum practicable opportunity to participate in contract performance consistent with its efficient performance.

This Factor assesses both the historical achievements in utilizing small business concerns and the proposed small business participation commitment for this requirement. The offeror is required to demonstrate its previous commitment to SBs through its record of past utilization of SBs and the level of commitment to small business if awarded a contract under this solicitation.

(i) Solicitation Submittal Requirements:

1. All Offerors (large, non-profits, **AND** small businesses) shall use Attachment E (Historical Small Business Utilization) to demonstrate their historical utilization of SBs. Each project submitted under Factor 1, Corporate Experience, shall be included on Attachment E. Failure to include each project submitted under Factor 1, Corporate Experience, on Attachment E, or the failure to fully complete Attachment E for each project may result in a deficiency. Only complete Attachment E. Information provided in a different format and/or on a form created by the offeror will not be evaluated. Attachments or addendums to Attachment E will not be evaluated. Offerors are permitted to expand portions of the form, as needed, to provide sufficient response. Instructions regarding how to complete Attachment E are included at the beginning of the attachment.

2. All Offerors (large, non-profits, **AND** small businesses) shall use Attachment F (Small Business Participation Commitment Document (SBPCD) to submit the following required information for evaluation of this factor:

- To demonstrate commitment to use small business concerns in the performance of this contract, identify by name the subcontractors that will be used to support each small business category, including SDB, WOSB, HUBZone SB, VOSB, and SDVOSBs. Identify the type and complexity of product/service to be subcontracted, and the type of commitment (i.e., teaming agreement, joint venture agreement, mentor protege agreement, letter of commitment, etc.) with each subcontractor.

    - o If subcontractors are not identified by name, offerors shall provide a detailed explanation why subcontractors are not identified. If firm written commitments with SBs are not in place, offerors shall provide an explanation and rationale on the ability to achieve the proposed participation. (See Attachment F, paragraph 5)

    - o If a LB offeror does not intend to subcontract, provide a detailed explanation why subcontracting would not result in efficient contract performance. SBs intending to 100% self-perform are not required to provide an explanation. (See Attachment F, paragraph 6)

- To demonstrate maximum practicable participation of small businesses, identify (in terms of dollar value and percentage of the total contract value) the offeror's proposed small business participation. The minimum required small business participation (i.e. work to be performed by small business as the prime contractor and/or work to be performed by small business subcontractors) is 20%. Offerors who are not able to meet the minimum total small business participation requirement of 20% (of the total contract value) shall provide a detailed explanation why the minimum total small business participation requirement cannot be achieved.

- Only complete Attachment F. Information provided in a different format and/or on a form created by the offeror will not be evaluated. Attachments or addendums to Attachment F will not be evaluated.

- Large business offerors may achieve the minimum total small business participation requirement through subcontracting to small businesses.

- Small business offerors may achieve the minimum total small business participation requirement through their own performance/participation as a prime as well as through a joint venture, teaming arrangement, and/or subcontracting with other small business concerns.

(ii) Basis of Evaluation:

The Government will evaluate the likelihood of success in achieving the small business objectives of this acquisition based on the following:

1. The extent to which the offeror is able to demonstrate a history of supporting Government policies concerning the utilization of small business concerns, including SDB, WOSB, HUBZone SB, VOSB, and SDVOSB and the success in achieving goals established by subcontracting plans on prior contracts. For projects submitted for Factor 1, Corporate Experience, that did not have established small business goals, consideration will be given to the utilization of the small business concerns and the degree of usage of small business relative to the total contract value. Historical Small Business Utilization will only be evaluated if performed by the offeror.

2. The extent to which the offeror has demonstrated an achievable commitment to use small businesses, including SDB, WOSB, HUBZone SB, VOSB, and SDVOSB in the performance of this contract within the SBPCD.

- The minimum small business participation requirement, through work performed by the small business prime and/or subcontracting with small businesses, shall meet or exceed **20%** of the total contract value, unless the offeror provides a reasonable and well-documented explanation for why the minimum **20%** small business participation requirement cannot be achieved.

  - o Offerors that demonstrate a commitment to providing maximum practical opportunity to small businesses may be rated higher.

  - o Proposing less than **20%** total small business participation requirement may result in a deficiency.

  - o Offerors that do not demonstrate commitment to providing maximum practical opportunity to small businesses may result in a deficiency.

- The SBPCD will be evaluated to determine the extent to which small business concerns are specifically identified by name and socioeconomic category in the document and the degree to which small business concerns, including SDB, WOSB, HUBZone SB, VOSB, and SDVOSB will participate relative to the total contract value. The complexity and variety of the work small business concerns will perform and the degree of commitment to use named sources through formal teaming agreements, joint venture agreements, mentor protege agreements, written/signed letters of /commitment, etc. will be evaluated to assess achievability of the commitment.

  - o The offeror may receive a deficiency if firm commitments with subcontractors are not provided and the offeror fails to provide a detailed explanation for how the proposed small business participation requirement will be achieved.

  - o The offeror may be rated lower, if they fail to provide a detailed explanation for why subcontracting would not result in efficient contract performance. (Not applicable to SBs intending to 100% self-perform or LBs and non-profits who intend to subcontract.)

4. PROPOSAL REQUIREMENTS

4.1 SITE VISIT

The Site Visit will be conducted during Phase II and will be announced via Amendment.

4.2 PROPOSAL SUBMISSION INSTRUCTIONS:

In response to this request for proposal, the complete proposal shall include both the Price Proposal and the Non-Price Factors Proposal, submitted in accordance with the above Basis of Evaluation and Submittal Requirements for Each Factor as follows:

Offerors shall submit electronic proposals (.pdf format) in response to this solicitation. Only the PIEE Solicitation Module is authorized for the submission of electronic proposals in response to this solicitation. Electronic proposal submissions

should be no larger than 1.9 GB per file. Offerors shall ensure that the Government has received the electronic proposal prior to the date and time specified. PIEE Solicitation Vendor Access Instructions are provided via Attachment B. Emailed submissions will not be accepted.

Offerors shall allow adequate time to upload files which may be slower for non-DoD users and to avoid other technical difficulties that may be encountered. Offerors are also responsible for submitting files in the format specified and consistent with requirements stated elsewhere in this solicitation. Files that cannot be opened, or are otherwise missing the required content are the responsibility of the Offeror.

The PIEE system will record the date and time of package submittal. The date and time of package submittal recorded in PIEE shall govern the timeliness of any proposal submission.

LATE PROPOSALS WILL BE HANDLED IN ACCORDANCE WITH FAR 52.215-1.

PROPOSALS SUBMITTED IN RESPONSE TO THIS REQUEST FOR PROPOSAL MUST BE RECEIVED NO LATER THAN THE DATE AND TIME SPECIFIED IN BLOCK 13A OF THE SF1442. Proposals not received by the date and time specified shall be treated in accordance with FAR 52.215-1 "Instructions to Offerors - Competitive Acquisitions" and may be rejected.

4.3 PRE-PROPOSAL INQUIRIES (PPIs):

All inquiries must be submitted in writing and received by the Contract Specialist by the date specified herein in order to permit adequate time to reply to the inquiry. There is no guarantee that PPI's submitted after the cut-off date will be answered before the solicitation closes. Submit all questions to kristy.l.gerrek.civ@us.navy.mil. Use of the PPI Log template is required. The PPI Log Template (Attachment A) can be found on Contract Opportunities under the Attachments section. PPI Questions shall be submitted no later than ten (10) calendar days prior to the proposal due date.

4.4 CONTRACT OPPORTUNITIES:

Amendments will be posted directly to PIEE and Contract Opportunities/Sam.gov. The drawings and specifications will be posted on PIEE/Sam.gov under the Attachments section of this RFP. Additionally, other postings will be made to PIEE /Sam.gov, such as the pre-proposal inquires (PPI) log, revised drawings, etc., under the Attachments section of the RFP. It is recommended contractors check PIEE/Sam.gov and the Attachments section of the RFP periodically to see if additional postings have been made. It is the contractor's responsibility to check PIEE/Sam.gov for all postings.

5. INCORPORATION OF TECHNICAL PROPOSAL

The Contractor's technical proposal, including revisions and amendments, made prior to contract award and a copy of which is in the possession of both parties, will be incorporated into this contract upon award by reference with the same force and effect as if set forth in full text. All contractor personnel shall meet or exceed the qualification standards, experience levels and trade background set forth in the technical proposal.

In the event of an inconsistency between the provisions of this contract and the technical proposal, the inconsistency shall be resolved by giving precedence in the following order: (i) the contract (excluding the technical proposal), and then (ii) the technical proposal.

6. ATTACHMENTS: MAY BE LOCATED ON CONTRACT OPPORTUNITIES AND PIEE UNDER ATTACHMENTS

Attachment A - Pre-Proposal Inquiry Log Template

Attachment B - PIEE Vendor Access Instructions

Attachment C - Construction and Design Experience Project Data Sheet

Attachment D - Past Performance Questionnaire

Attachment E - Historical Small Business Utilization *(provided with Phase II)*

Attachment F - Small Business Participation Commitment Document *(provided with Phase II)*

Attachment G - Individual Small Business Subcontracting Plan *(provided with Phase II)*

Attachment H - JFCN IMF DB RFP Volume 1 & 2 *(provided with Phase II)*

Attachment I - P1678 NATO Price Proposal Form *(provided with Phase II)*

Attachment J - SECNAV 5212 *(provided with Phase II)*

Section 00 21 16 - Instructions to Proposers

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.204-16	Commercial and Government Entity Code Reporting.	Aug 2020		

Section 00 45 00 - Representations and Certifications

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	Sep 2024		
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations-Representation.	Nov 2015		
52.209-7	Information Regarding Responsibility Matters.	Oct 2018		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Oct 2016		
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.	Jan 2023		

DFARS Clauses Incorporated by Full Text

252.204-7007 Alternate A, Annual Representations and Certifications. (Oct 2025) Alternate A (Oct 2025)

ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2025)

Substitute the following paragraphs (b), (d), and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

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

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

[ ] (i) Paragraph (e) applies.

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

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

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation. Applies to all solicitations.

(ii) 252.216-7008, Economic Price Adjustment-Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services-Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of $200,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)-Representation. Applies to solicitations and contracts when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)-Representation. Applies to solicitations and contracts when contract performance will be in Spain.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer:

[ ] (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

[ ] (ii) 252.225-7000, Buy American-Balance of Payments Program Certificate.

[ ] (iii) 252.225-7020, Trade Agreements Certificate.

[ ] Use with Alternate I.

[ ] (iv) 252.225-7031, Secondary Arab Boycott of Israel.

[ ] (v) 252.225-7035, Buy American-Free Trade Agreements-Balance of Payments Program Certificate.

[ ] Use with Alternate I.

[ ] Use with Alternate II.

[ ] Use with Alternate III.

[ ] Use with Alternate IV.

[ ] Use with Alternate V.

[ ] (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

[ ] (vii) 252.232-7015, Performance-Based Payments-Representation.

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at *https://www.sam.gov*. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[Offeror to insert changes, identifying change by provision number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	Title	Date	Change
____	____	____	____

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

252.204-7010 Requirement for Contractor to Notify DoD if the Contractor's Activities are Subject to Reporting Under the U.S.-International Atomic Energy Agency Additional Protocol. (Jan 2009)

REQUIREMENT FOR CONTRACTOR TO NOTIFY DOD IF THE CONTRACTOR'S ACTIVITIES ARE SUBJECT TO REPORTING UNDER THE U.S.-INTERNATIONAL ATOMIC ENERGY AGENCY ADDITIONAL PROTOCOL (JAN 2009)

(a) If the Contractor is required to report any of its activities in accordance with Department of Commerce regulations (15 CFR Part 781 *et seq*.) or Nuclear Regulatory Commission regulations (10 CFR Part 75) in order to implement the declarations required by the U.S.-International Atomic Energy Agency Additional Protocol (U.S.-IAEA AP), the Contractor shall-

(1) Immediately provide written notification to the following DoD Program Manager:

____*[Contracting Officer to insert Program Manager's name, mailing address, e-mail address, telephone number, and facsimile number]*;

(2) Include in the notification-

(i) Where DoD contract activities or information are located relative to the activities or information to be declared to the Department of Commerce or the Nuclear Regulatory Commission; and

(ii) If or when any current or former DoD contract activities and the activities to be declared to the Department of Commerce or the Nuclear Regulatory Commission have been or will be co-located or located near enough to one another to result in disclosure of the DoD activities during an IAEA inspection or visit; and

(3) Provide a copy of the notification to the Contracting Officer.

(b) After receipt of a notification submitted in accordance with paragraph (a) of this clause, the DoD Program Manager will-

(1) Conduct a security assessment to determine if and by what means access may be granted to the IAEA; or

(2) Provide written justification to the component or agency treaty office for a national security exclusion, in accordance with DoD Instruction 2060.03, Application of the National Security Exclusion to the Agreements Between the United States of America and the International Atomic Energy Agency for the Application of Safeguards in the United States of America . DoD will notify the Contractor if a national security exclusion is applied at the Contractor's location to prohibit access by the IAEA.

(c) If the DoD Program Manager determines that a security assessment is required-

(1) DoD will, at a minimum-

(i) Notify the Contractor that DoD officials intend to conduct an assessment of vulnerabilities to IAEA inspections or visits;

(ii) Notify the Contractor of the time at which the assessment will be conducted, at least 30 days prior to the assessment;

(iii) Provide the Contractor with advance notice of the credentials of the DoD officials who will conduct the assessment; and

(iv) To the maximum extent practicable, conduct the assessment in a manner that does not impede or delay operations at the Contractor's facility; and

(2) The Contractor shall provide access to the site and shall cooperate with DoD officials in the assessment of vulnerabilities to IAEA inspections or visits.

(d) Following a security assessment of the Contractor's facility, DoD officials will notify the Contractor as to-

(1) Whether the Contractor's facility has any vulnerabilities where potentially declarable activities under the U.S.-IAEA AP are taking place;

(2) Whether additional security measures are needed; and

(3) Whether DoD will apply a national security exclusion.

(e) If DoD applies a national security exclusion, the Contractor shall not grant access to IAEA inspectors.

(f) If DoD does not apply a national security exclusion, the Contractor shall apply managed access to prevent disclosure of program activities, locations, or information in the U.S. declaration.

(g) The Contractor shall not delay submission of any reports required by the Department of Commerce or the Nuclear Regulatory Commission while awaiting a DoD response to a notification provided in accordance with this clause.

(h) The Contractor shall incorporate the substance of this clause, including this paragraph (h), in all subcontracts that are subject to the provisions of the U.S.-IAEA AP.

(End of clause)

Section 00 70 00 - Conditions of the Contract

Overall Contract Delivery Period

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

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

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-3	Gratuities.	Apr 1984		
52.203-5	Covenant Against Contingent Fees.	May 2014		
52.203-6	Restrictions on Subcontractor Sales to the Government.	Jun 2020		
52.203-7	Anti-Kickback Procedures.	Jun 2020		
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	May 2014		
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	May 2014		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Jun 2020		
52.203-13	Contractor Code of Business Ethics and Conduct.	Nov 2021		
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009.	Jun 2010		
52.203-16	Preventing Personal Conflicts of Interest.	Jun 2020		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-2	Security Requirements. (Alternate II)	Mar 2021	Alternate II	Apr 1984
52.204-7	System for Award Management.	Nov 2024		
52.204-9	Personal Identity Verification of Contractor Personnel.	Jan 2011		
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards.	Jun 2020		
52.204-13	System for Award Management Maintenance.	Oct 2018		
52.204-14	Service Contract Reporting Requirements.	Oct 2016		
52.204-18	Commercial and Government Entity Code Maintenance.	Aug 2020		
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014		
52.204-21	Basic Safeguarding of Covered Contractor Information Systems.	Nov 2021		
52.204-22	Alternative Line Item Proposal.	Jan 2017		
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities.	Dec 2023		
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	Nov 2021		
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	Nov 2021		
52.204-26	Covered Telecommunications Equipment or Services-Representation.	Oct 2020		
52.204-27	Prohibition on a ByteDance Covered Application.	Jun 2023		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded	Jan 2025		
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters.	Oct 2018		
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations.	Nov 2015		
52.209-13	Violation of Arms Control Treaties or Agreements-Certification.	Nov 2021		
52.210-1	Market Research.	Nov 2021		
52.211-13	Time Extensions.	Sep 2000		
52.211-15	Defense Priority and Allocation Requirements.	Apr 2008		
52.211-18	Variation in Estimated Quantity.	Apr 1984		
52.214-34	Submission of Offers in the English Language.	Apr 1991		
52.214-35	Submission of Offers in U.S. Currency.	Apr 1991		
52.215-1	Instructions to Offerors-Competitive Acquisition.	Nov 2021		
52.215-2	Audit and Records-Negotiation.	Jun 2020		
52.215-6	Place of Performance.	Oct 1997		
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data.	Aug 2011		

52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-Modifications.	Jun 2020		
52.215-13	Subcontractor Certified Cost or Pricing Data -- Modifications (Deviation 2022-O0001)	Jun 2020	Deviation 2022-O0001	Oct 2021
52.215-15	Pension Adjustments and Asset Reversions.	Oct 2010		
52.215-17	Waiver of Facilities Capital Cost of Money.	Oct 1997		
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions.	Jul 2005		
52.215-19	Notification of Ownership Changes.	Oct 1997		
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications.	Nov 2021		
52.215-22	Limitations on Pass-Through Charges-Identification of Subcontract Effort.	Oct 2009		
52.215-23	Limitations on Pass-Through Charges.	Jun 2020		
52.217-4	Evaluation of Options Exercised at Time of Contract Award.	Jun 1988		
52.217-5	Evaluation of Options.	Jul 1990		
52.219-8	Utilization of Small Business Concerns.	Jan 2025		
52.219-9	Small Business Subcontracting Plan. (Alternate II)	Jan 2025	Alternate II	Nov 2016
52.219-16	Liquidated Damages-Subcontracting Plan.	Sep 2021		
52.222-3	Convict Labor.	Jun 2003		
52.222-4	Contract Work Hours and Safety Standards -Overtime Compensation.	May 2018		
52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work.	May 2014		
52.222-6	Construction Wage Rate Requirements.	Aug 2018		
52.222-7	Withholding of Funds.	May 2014		
52.222-8	Payrolls and Basic Records.	Jul 2021		
52.222-9	Apprentices and Trainees. (DEVIATION 2025-O0003)	Jul 2005	Deviation 2025-O0003	Mar 2025
52.222-10	Compliance with Copeland Act Requirements.	Feb 1988		
52.222-11	Subcontracts (Labor Standards).	May 2014		
52.222-12	Contract Termination-Debarment.	May 2014		
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations.	May 2014		
52.222-14	Disputes Concerning Labor Standards.	Feb 1988		
52.222-15	Certification of Eligibility.	May 2014		
52.222-22	Previous Contracts and Compliance Reports.	Feb 1999		
52.222-25	Affirmative Action Compliance.	Apr 1984		
52.222-30	Construction Wage Rate Requirements-Price Adjustment (None or Separately Specified Method).	Aug 2018		
52.222-32	Construction Wage Rate Requirements-Price Adjustment (Actual Method).	Aug 2018		
52.222-35	Equal Opportunity for Veterans.	Jun 2020		
52.222-36	Equal Opportunity for Workers with Disabilities.	Jun 2020		
52.222-37	Employment Reports on Veterans.	Jun 2020		
52.222-38	Compliance with Veterans' Employment Reporting Requirements.	Feb 2016		
52.222-40	Notification of Employee Rights Under the National Labor Relations Act.	Dec 2010		
52.222-50	Combating Trafficking in Persons.	Oct 2025		
52.222-54	Employment Eligibility Verification.	Jan 2025		
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026.	Jan 2022		
52.222-62	Paid Sick Leave Under Executive Order 13706.	Jan 2022		
52.223-1	Biobased Product Certification.	May 2024		
52.223-2	Reporting of Biobased Products Under Service and Construction Contracts.	May 2024		
52.223-5	Pollution Prevention and Right-to-Know Information.	May 2024		
52.223-10	Waste Reduction Program. (DEVIATION 2025-O0004)	May 2024	Deviation 2025-O0004	Mar 2025
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners.	May 2024		
52.223-20	Aerosols.	May 2024		
52.223-21	Foams.	May 2024		
52.223-23	Sustainable Products and Services. (DEVIATION 2025-O0004)	May 2024	Deviation 2025-O0004	Mar 2025
52.224-3	Privacy Training.	Jan 2017		
52.225-12	Notice of Buy American Requirement-Construction Materials Under Trade Agreements.	May 2014		
52.225-13	Restrictions on Certain Foreign Purchases.	Feb 2021		
52.225-25	Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications.	Jun 2020		
52.226-7	Drug-Free Workplace.	May 2024		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.227-1	Authorization and Consent.	Jun 2020		
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	Jun 2020		
52.227-4	Patent Indemnity-Construction Contracts.	Dec 2007		
52.228-2	Additional Bond Security.	Oct 1997		
52.228-5	Insurance-Work on a Government Installation.	Jan 1997		
52.228-11	Pledges of Assets (DEVIATION 2020-O0016)	Feb 2021	Deviation 2020-O0016	Apr 2020
52.228-12	Prospective Subcontractor Requests for Bonds.	Dec 2022		
52.228-14	Irrevocable Letter of Credit.	Nov 2014		
52.228-17	Individual Surety-Pledge of Assets (Bid Guarantee).	Feb 2021		
52.229-3	Federal, State, and Local Taxes.	Feb 2013		

52.229-11	Tax on Certain Foreign Procurements-Notice and Representation.	Jun 2020		
52.232-8	Discounts for Prompt Payment.	Feb 2002		
52.232-17	Interest.	May 2014		
52.232-18	Availability of Funds.	Apr 1984		
52.232-23	Assignment of Claims.	May 2014		
52.232-24	Prohibition of Assignment of Claims.	May 2014		
52.232-27	Prompt Payment for Construction Contracts.	Jan 2017		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018		
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		
52.233-1	Disputes.	May 2014		
52.233-3	Protest after Award.	Aug 1996		
52.233-4	Applicable Law for Breach of Contract Claim.	Oct 2004		
52.236-2	Differing Site Conditions.	Apr 1984		
52.236-3	Site Investigation and Conditions Affecting the Work.	Apr 1984		
52.236-5	Material and Workmanship.	Apr 1984		
52.236-6	Superintendence by the Contractor.	Apr 1984		
52.236-7	Permits and Responsibilities.	Nov 1991		
52.236-8	Other Contracts.	Apr 1984		
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements.	Apr 1984		
52.236-10	Operations and Storage Areas.	Apr 1984		
52.236-11	Use and Possession Prior to Completion.	Apr 1984		
52.236-12	Cleaning Up.	Apr 1984		
52.236-13	Accident Prevention.	Nov 1991		
52.236-15	Schedules for Construction Contracts.	Apr 1984		
52.236-17	Layout of Work.	Apr 1984		
52.236-21	Specifications and Drawings for Construction.	Feb 1997		
52.236-26	Preconstruction Conference.	Feb 1995		
52.236-28	Preparation of Proposals-Construction.	Oct 1997		
52.240-1	Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities.	Nov 2024		
52.242-5	Payments to Small Business Subcontractors.	Jan 2017		
52.242-13	Bankruptcy.	Jul 1995		
52.242-14	Suspension of Work.	Apr 1984		
52.242-15	Stop-Work Order.	Aug 1989		
52.243-4	Changes.	Jun 2007		
52.244-5	Competition in Subcontracting.	Aug 2024		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (DEVIATION 2025-O0003)	Oct 2025	Deviation 2025-O0003	Mar 2025
52.245-9	Use and Charges.	Apr 2012		
52.246-12	Inspection of Construction.	Aug 1996		
52.246-13	Inspection-Dismantling, Demolition, or Removal of Improvements.	Aug 1996		
52.246-21	Warranty of Construction.	Mar 1994		
52.247-12	Supervision, Labor, or Materials.	Apr 1984		
52.247-34	F.o.b. Destination.	Jan 1991		
52.249-2	Termination for Convenience of the Government (Fixed-Price). (Alternate I)	Apr 2012	Alternate I	Sep 1996
52.249-3	Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements). (Alternate I)	Apr 2012	Alternate I	Sep 1996
52.249-10	Default (Fixed-Price Construction).	Apr 1984		
52.253-1	Computer Generated Forms.	Jan 1991		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	Dec 1991		
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	Jan 2023		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.203-7003	Agency Office of the Inspector General.	Aug 2019		
252.203-7004	Display of Hotline Posters.	Jan 2023		
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Sep 2022		
252.204-7000	Disclosure of Information.	Oct 2016		
252.204-7003	Control of Government Personnel Work Product.	Apr 1992		
252.204-7004	Antiterrorism Awareness Training for Contractors.	Jan 2023		
252.204-7006	Billing Instructions-Cost Vouchers	May 2023		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)	May 2024	Deviation 2024-O0013	May 2024
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	Jan 2023		

252.204-7016	Covered Defense Telecommunications Equipment or Services-Representation.	Dec 2019		
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	May 2021		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
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		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Mar 2023		
252.205-7000	Provision of Information to Cooperative Agreement Holders.	Oct 2024		
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	May 2019		
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	Jan 2023		
252.215-7016	Notification to Offerors-Postaward Debriefings.	Oct 2025		
252.219-7003	Small Business Subcontracting Plan (DoD Contracts).	Dec 2019		
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements.	Jan 2023		
252.223-7003	Change in Place of Performance--Ammunition and Explosives.	Dec 1991		
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	Sep 2014		
252.223-7008	Prohibition of Hexavalent Chromium.	Jan 2023		
252.223-7997	Prohibition on Procurement of Certain Items Containing Perfluorooctane Sulfonate or Perfluorooctanoic Acid -- Representation. (Deviation 2022-O0010)	Sep 2022	Deviation 2022-O0010	Sep 2022
252.223-7998	Prohibition on Procurement of Certain Items Containing Perfluorooctane Sulfonate or Perfluorooctanoic Acid. (Deviation 2022-O0010)	Apr 2023	Deviation 2022-O0010	Apr 2023
252.225-7002	Qualifying Country Sources as Subcontractors.	Mar 2022		
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022		
252.225-7013	Duty-Free Entry.	Aug 2025		
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings.	Jan 2023		
252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate.	Dec 2006		
252.225-7048	Export-Controlled Items.	Jun 2013		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023		
252.225-7057	Preaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	Aug 2022		
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	Jan 2023		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	Jun 2023		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	Jun 2023		
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
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	Jan 2023		
252.226-7003	Drug-Free Work Force.	Aug 2024		
252.227-7022	Government Rights (Unlimited).	Mar 1979		
252.227-7023	Drawings and Other Data to Become Property of Government.	Mar 1979		
252.227-7033	Rights in Shop Drawings.	Apr 1966		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.236-7000	Modification Proposals--Price Breakdown.	Dec 1991		
252.243-7001	Pricing of Contract Modifications.	Dec 1991		
252.243-7002	Requests for Equitable Adjustment.	Dec 2022		
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	Nov 2023		
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations.	Oct 2010		
252.247-7002	Revision of Prices.	Dec 1991		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		

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:

[ ] (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)

52.204-29 Federal Acquisition Supply Chain Security Act Orders-Representation and Disclosures. (Dec 2023)

FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS-REPRESENTATION AND DISCLOSURES (DEC 2023)

(a) *Definitions.* As used in this provision, *Covered article, FASCSA order, Intelligence community, National security system, Reasonable inquiry, Sensitive compartmented information, Sensitive compartmented information system,* and *Source* have the meaning provided in the clause 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition.

(b) *Prohibition.* Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition.

(c) *Procedures*.
(1) The Offeror shall search for the phrase "FASCSA order" in the System for Award Management (SAM)(*https://www.sam.gov)* for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition.

(2) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM, but are effective and do apply to the solicitation and resultant contract (see FAR 4.2303(c)(2)).

(3) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(d) *Representation.* By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (e).

(e) *Disclosures.* The purpose for this disclosure is so the Government may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror shall provide the following information as part of the offer:

(1) Name of the product or service provided to the Government;

(2) Name of the covered article or source subject to a FASCSA order;

(3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;

(4) Brand;

(5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(6) Item description;

(7) Reason why the applicable covered article or the product or service is being provided or used;

(f) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (e) to determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

(End of provision)

52.204-30 Federal Acquisition Supply Chain Security Act Orders-Prohibition. (Dec 2023)

FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS-PROHIBITION (DEC 2023)

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

Covered article, as defined in 41 U.S.C. 4713(k), means-

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following-

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency-

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) *Prohibition.*
(1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at *https://www.sam.gov* to locate applicable FASCSA orders identified in paragraph (b)(1).

(3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 4.2304(c)). However, see paragraph (c) of this clause.

(5)
(i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:

(A) Name of the product or service provided to the Government;

(B) Name of the covered article or source subject to a FASCSA order;

(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;

(D) Brand;

(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(F) Item description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) *Notice and reporting requirement.*
(1) During contract performance, the Contractor shall review *SAM.gov* at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3)
(i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:

(A) If a Department of Defense contracting office, the Contractor shall report to the website at *https://dibnet.dod.mil.*

(B) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;

(B) Order number(s), if applicable;

(C) Name of the product or service provided to the Government or used during performance of the contract;

(D) Name of the covered article or source subject to a FASCSA order;

(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;

(F) Brand;

(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(H) Item description; and

(I) Any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

(A) Any further available information about mitigation actions undertaken or recommended.

(B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) *Removal*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e) *Subcontracts*.
(1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

(End of clause)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (Feb 2016)

Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, 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)

52.211-10 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)

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

Liquidated Damages-Construction (Sept 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **$18,855.38** for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

52.216-1 Type of Contract. (Apr 1984)

Type of Contract (Apr 1984)

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

(End of provision)

52.217-7 Option for Increased Quantity-Separately Priced Line Item. (Mar 1989)

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

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within **365 calendar days after the contact award and in accordance with all bid notes**. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.219-1 Small Business Program Representations. (Feb 2024)

Small Business Program Representations (Feb 2024)

(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.

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern-

(1)

(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran or;

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) *Service-disabled veteran*, as used in this definition, means a veteran as defined in 38 U.S.C.101(2), with a disability that is service-connected, as defined in 38 U.S.C.101(16), with a disability that is service-connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that-

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

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, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) 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

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); 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 paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C.101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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 small disadvantaged business concern as defined in 13 CFR 124.1001.

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

(4) *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: ____.]

(5) *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: ____.]

(6) *Veteran-owned small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(7) *SDVOSB concern.* [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.*] The offeror represents as part of its offer that it [ ] is, [ ] is not an SDVOSB concern.

(8) *SDVOSB joint venture eligible under the SDVOSB Program*. [*Complete only if the offeror represented itself as a SDVOSB concern in paragraph (c)(7) of this provision*]. 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:____.]

(9) *HUBZone small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that-

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) 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 shall provide representation of its HUBZone status.

(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, shall-

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

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

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

(End of provision)

52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns. (Oct 2022)

NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2022)

(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.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(b) *Waiver of evaluation preference*. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes.

☐ Offeror elects 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 clause)

52.219-28 Postaward Small Business Program Rerepresentation. (Jan 2025)

POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JAN 2025)

(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 (d) 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 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 (f) of this clause or, if applicable, paragraph (h) 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) If the Contractor represented its status as any of the small business concerns identified at 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, for the NAICS code assigned to an order (except that paragraphs (c)(1) through (3) of this clause do not apply to an order issued under a Federal Supply Schedule contract at subpart 8.4)-

(1) Set aside exclusively for a small business concern identified at 19.000(a)(3) that is issued under an unrestricted multiple-award contract, unless the order is issued under the reserved portion of an unrestricted multiple-award contract (e.g., an order set aside for a woman-owned small business under a multiple-award contract that is not set-aside, unless the order is issued under the reserved portion of the multiple-award contract);

(2) Issued under a multiple-award contract set aside for small businesses that is further set aside for a specific socioeconomic category that differs from the underlying multiple-award contract (e.g., an order set aside for a HUBZone small business concern under a multiple-award contract that is set aside for small businesses);

(3) Issued under the part of the multiple-award contract that is set aside for small businesses that is further set aside for a specific socioeconomic category that differs from the underlying set-aside part of the multiple-award contract (e.g., an order set aside for a WOSB concern under the part of the multiple-award contract that is partially set aside for small businesses); and

(4) When the Contracting Officer explicitly requires it for an order issued under a multiple-award contract, including for an order issued under a Federal Supply Schedule contract (see 8.405-5(b) and 19.301-2(b)(2)).

(d) 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.

(e) 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.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraphs (b) and (c) 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, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) 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 (f) or (h) of this clause.

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

(4) 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: __.]

(5) 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: __ .]

(6) [*Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.*] The Contractor represents that it ☐ is, ☐ is not a veteran-owned small business concern.

(7) [*Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.*] The Contractor represents that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(8) *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: __.]

(9) [*Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.*] The Contractor represents that-

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [____The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[____Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

52.223-3 Hazardous Material Identification and Material Safety Data. (Feb 2021)

HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021)

(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 Material 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 Material 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 Material 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 paragraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

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

(End of clause)

52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items. (May 2008)

ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

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

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

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

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

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

(2) Submit this estimate to _____[Contracting Officer complete in accordance with agency procedures].

(End of clause)

52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons. (May 2024)

OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (MAY 2024)

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

Global warming potential means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

High global warming potential hydrofluorocarbons means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at (https://www.epa.gov/snap/).

Hydrofluorocarbons means compounds that only contain hydrogen, fluorine, and carbon.

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) 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).

(c) The Contractor shall refer to EPA's SNAP program to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at https://www.epa.gov/snap/.

(End of clause)

52.225-11 Buy American-Construction Materials under Trade Agreements. (Nov 2023)

BUY AMERICAN-CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (NOV 2023)

(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.

(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. (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

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

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

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

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

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

(A) *For domestic construction material that is not a critical item or does not contain critical components*.
(1) The cost of a particular domestic construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(A)*(1)* of this clause.

(3) The procedures in paragraph (b)(4)(i)(A)*(2)* of this clause will no longer apply as of January 1, 2030.

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

(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(B)*(1)* of this clause.

(3) The procedures in paragraph (b)(4)(i)(B)*(2)* of this clause will no longer apply as of January 1, 2030.

(ii) The application of the restriction of the Buy American Act 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)*
Item1			
Foreign construction material	____	____	____
Domestic construction material	____	____	____
Item1			
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)

52.228-1 Bid Guarantee. (Sep 1996)

Bid Guarantee (Sept 1996)

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

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, *e.g.,* bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds-

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

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

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

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

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

(End of clause)

52.228-15 Performance and Payment Bonds-Construction (Deviation 2020-O0016) (Jun 2020) Deviation 2020-O0016 (Apr 2020)

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

(a) Definitions. As used in this clause-

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

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

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

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

(3) Additional bond protection.

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

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

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

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

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

(End of clause)

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

PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

____ (*Name*)

____ (*Title*)

____ (*Date*)

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

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

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

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

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

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

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

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

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

(g) *Reimbursement for bond premiums*. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

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

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

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

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

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

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

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

(End of clause)

52.236-1 Performance of Work by the Contractor. (Apr 1984)

Performance of Work by the Contractor (Apr 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **fifteen (15)** percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.236-4 Physical Data. (Apr 1984)

PHYSICAL DATA (APR 1984)

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

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by _____[insert a description of investigational methods used, such as surveys, auger borings, core borings, test pits, probings, test tunnels].

(b) Weather conditions _____[insert a summary of weather records and warnings].

(c) Transportation facilities _____[insert a summary of transportation facilities providing access from the site, including information about their availability and limitations].

(d) _____[insert other pertinent information].

(End of clause)

52.248-3 Value Engineering-Construction. (Oct 2025)

VALUE ENGINEERING-CONSTRUCTION (OCT 2025)

(a) *General*. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) of this clause.

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

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

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

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

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

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

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

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

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) *VECP preparation*. As a minimum, the Contractor shall include in each VECP the information described in paragraphs (c)(1) through (7) of this clause. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

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

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

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

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

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

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

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

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

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.

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

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

(f) Sharing-

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

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

(ii) 75 percent for cost-reimbursement contracts.

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

(i) Accept the VECP;

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

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

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

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

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

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

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

(End of clause)

52.252-2 Clauses Incorporated by Reference. (Feb 1998)

Clauses Incorporated By Reference (Feb 1998)

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

https://acquisition.gov

https://www.acq.osd.mil/dpap/dars/dfarspgi/current/

(End of clause)

52.252-6 Authorized Deviations in Clauses. (Nov 2020)

Authorized Deviations in Clauses (Nov 2020)

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

(b) The use in this solicitation or contract of any **FAR or DFARS (48 CFR Chapters 1 and 2)** clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

DFARS Clauses Incorporated by Full Text

252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material (Dec 1991)

INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL (DEC 1991)

(a) The Government intends to furnish precious metals required in the manufacture of items to be delivered under the contract if the Contracting Officer determines it to be in the Government's best interest. The use of Government-furnished silver is mandatory when the quantity required is one hundred troy ounces or more. The precious metal(s) will be furnished pursuant to the Government Furnished Property clause of the contract.

(b) The Offeror shall cite the type (silver, gold, platinum, palladium, iridium, rhodium, and ruthenium) and quantity in whole troy ounces of precious metals required in the performance of this contract (including precious metals required for any first article or production sample), and shall specify the national stock number (NSN) and nomenclature, if known, of the deliverable item requiring precious metals.

Precious Metal*	Quantity	Deliverable Item (NSN and Nomenclature)
____	____	____
____	____	____
____	____	____
____	____	____
____	____	____
____	____	____

___	___	___

*If platinum or palladium, specify whether sponge or granules are required.

(c) Offerors shall submit two prices for each deliverable item which contains precious metals--one based on the Government furnishing precious metals, and one based on the Contractor furnishing precious metals. Award will be made on the basis which is in the best interest of the Government.

(d) The Contractor agrees to insert this clause, including this paragraph (d), in solicitations for subcontracts and purchase orders issued in performance of this contract, unless the Contractor knows that the item being purchased contains no precious metals.

(End of clause)

252.215-7008 Only One Offer. (Dec 2022)

ONLY ONE OFFER (DEC 2022)

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

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

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

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

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

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

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

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

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

(End of provision)

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

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

***Will be completed at time of award**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

____

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

____

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

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

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

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

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

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

Routing Data Table*

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	____
Issue By DoDAAC	____
Admin DoDAAC	____

Inspect By DoDAAC	____
Ship To Code	____
Ship From Code	____
Mark For Code	____
Service Approver (DoDAAC)	____
Service Acceptor (DoDAAC)	____
Accept at Other DoDAAC	____
LPO DoDAAC	____
DCAA Auditor DoDAAC	____
Other DoDAAC(s)	____

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

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

(g) *WAWF point of contact.*

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

____

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

(End of clause)

252.236-7001 Contract Drawings and Specifications. (Aug 2000)

CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall-

(1) Check all drawings furnished immediately upon receipt;

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

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

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

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

(c) In general--

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

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

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

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

Project WO# 1810892

(End of clause)

Section 00 71 00 - Contracting Definitions

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.202-1	Definitions.	Jun 2020		

Section 00 73 00 - Supplementary Conditions

AUTHORITY

1. No person other than the Contracting Officer has authority to bind the Government with respect to this contract.

2. No action or omission of any government employee or representative other than the Contracting Officer shall increase or decrease the scope of this contract or shall otherwise modify the terms and conditions of this contract.

3. In no event shall any of the following be effective or binding on the Government or imputed to the Contracting Officer with respect to this contract:

(a) An understanding or agreement between the Contractor and anyone other than the Contracting Officer;

(b) A purported modification or change order issued by anyone other than the Contracting Officer;

(c) A promise by anyone other than the Contracting Officer to provide additional funding or make

payments; or

(d) An order, direction, consent, or permission from anyone other than the Contracting Officer to:

(i) Incur costs in excess of a specified estimated cost, allotment of funds, or other ceiling; or

(ii) Expend hours in excess of a specified level of effort.

NOTICE OF BONDING REQUIREMENTS

Within 10 days after receipt of award, the offeror to whom the award is made shall furnish the bonds required by FAR Clause 52.228-15.

Offerors are hereby notified that the contract time for purposes of fixing the completion date, default, and liquidated damages will be as stated in FAR Clause 52.211-10 Commencement, Prosecution, and Completion of Work, regardless of when performance and payment bonds or deposits in lieu of surety are executed.

UTILITIES FOR CONSTRUCTION AND TESTING

The Contractor shall be responsible for obtaining, either from available Government sources or local utility companies, all utilities required for construction and testing. The Contractor shall provide these utilities at his expense, paid for at the current utility rate delivered to the job site. The Contractor shall provide and maintain all temporary utility connections and distribution lines, and all meters required to measure the amount of each utility used.

MINIMUM INSURANCE REQUIREMENTS

In accordance with FAR 28.307-2, the coverage specified below is the minimum insurance required for this contract:

(a) Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least $100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers. (See 28.305(c) for treatment of contracts subject to the Defense Base Act.)

(b) General liability.

(1) The contracting officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least $500,000 per occurrence.

(2) Property damage liability insurance shall be required only in special circumstances as determined by the agency.

(c) Automobile liability. The contracting officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Aircraft public and passenger liability. When aircraft are used in connection with performing the contract, the contracting officer shall require aircraft public and passenger liability insurance. Coverage shall be at least $200,000 per person and $500,000 per occurrence for bodily injury, other than passenger liability, and $200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least $200,000 multiplied by the number of seats or passengers, whichever is greater.

(e) Vessel liability. When contract performance involves use of vessels, the contracting officer shall require, as determined by the agency, vessel collision liability and protection and indemnity liability insurance. The certificate shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective until 30 days after written notice thereof to the Contracting Officer.

CONTRACTOR PERFORMANCE INFORMATION

Contractor Performance Information: Contractor's performance will be evaluated using the respective contractor performance evaluation report entry system located on the website http://www.cpars.gov/. Prior to commencement of work, the contractor is required to provide the government with the name, phone number, and email address of the "Contractor's Representative" that will be responsible for receipt and review of draft performance evaluations prepared by the government in the appropriated system. It is the contractor's responsibility to keep this contract information current.

DEFINITIZATION OF EQUITABLE ADJUSTMENTS FOR CHANGE ORDERS UNDER CONSTRUCTION CONTRACTS

1. No data is available regarding the timely definitization of equitable adjustments for change orders under construction contracts.

2. The REA definitization information referenced in Navy Marine Corps Acquisition Regulation Supplement (NMCARS) 5236.211(b)(2), should not be utilized.

3. There are no agency-specific policies and procedures that apply to the definitization of equitable adjustments for change orders under construction contracts.

This Contract (or Purchase Order) contains rated order quantities certified for national defense use, and you are required to follow all the provisions of the DPAS regulation (DPAS Regulation - 15 CFR Part 700.12) only as it pertains to the rated quantities.

PGI PAYMENT INSTRUCTIONS

The Procedures, Guidance and Information (PGI), Section 204.7108 link provides a standard set of payment instructions (in table format) that defines how payments should be made based on the payment request type and the service being acquired.

The link to the PGI table is as follows:

https://www.acq.osd.mil/dpap/dars/pgi/pgi_htm/current/PGI204_71.htm#payment_instructions

Section 01 00 00 - General Requirements

Requirements

This design-build project provides needed administration and operational spaces for NATO JFCNF to continue mission capabilities. This project will provide a permanent modular constructed facility and must meet the requirements of permanent construction as outlined in the applicable codes and standards. Support elements for the new JFCNF building includes site preparations for clearing and earthwork, excavation, cut and gill, grading, paving, and storm water improvements. The current site is vacant, and all utilities will need to be brought to the site for tie-in to the new facility.