SOLICITATION, OFFER, AND AWARD

(Construction, Alteration, or Repair)

1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
W50S7626QA005	☐ SEALED BID (IFB) INVITATION FOR BID ☐ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	13 JUN 2026	1 49

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
		DDPM262611

7. ISSUED BY	CODE	8. ADDRESS OFFER TO
W7N2 USPFO ACTIVITY TXANG 136 KO FOR TXANG DO NOT DELETE, 200 HENSLEY AVE BLDG 1672 FORT WORTH, TX 76127-1672 UNITED STATES SHARON KRYWINSKI, EMAIL: SHARON.KRYWINSKI.1@US.AF.MIL TELEPHONE: 874-3308	W50S76	W7N2 USPFO ACTIVITY TXANG 136 KO FOR TXANG DO NOT DELETE, 200 HENSLEY AVE BLDG 1672 FORT WORTH, TX 76127-1672 UNITED STATES

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)*
	SHARON KRYWINSKI	874-3308

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: MULTI-BUILDING HVAC CONTROLS UPGRADE
PROJECT LOCATION: NAS JRB FORT WORTH, TEXAS

PROJECT NUMBER: DDPM262611
PROJECT TITLE: MULTI-BUILDING HVAC CONTROL UPGRADE
PROJECT LOCATION: NAS JRB FORT WORTH, TEXAS

THE GOVERNMENT'S TARGET PRICE RANGE FOR THIS PROJECT IS BETWEEN $150,000 AND $220,000.

THIS ACQUISITION IS 100% SET-ASIDE FOR SMALL BUSINESS CONCERNS UNDER THE APPLICABLE SIZE STANDARD OF NAICS 238220.

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

THIS PROCUREMENT IS BEING CONDUCTED UNDER RFO FAR PART 12 PROCEDURES FOR COMMERCIAL CONSTRUCTION.

11. The contractor shall begin performance within 10 calendar days and complete it within 60 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 14 JUL 2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

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

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

d. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*	15. TELEPHONE NUMBER *(Include area code)*
	16. REMITTANCE ADDRESS *(Include only if different than Item 14.)*
CODE FACILITY CODE	

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

AMOUNTS ▶

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

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

AMENDMENT NUMBER										
DATE										

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

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* ▶ ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO THE UNITED STATES CODE AT ☐ 10 U.S.C. 3204(a) ( ) ☐ 41 U.S.C. 3304(a) ( )
26. ADMINISTERED BY	27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	☐ 29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*	31a. NAME OF CONTRACTING OFFICER *(Type or print)*
30b. SIGNATURE / 30c. DATE	31b. UNITED STATES OF AMERICA BY / 31c. DATE

Section A - Solicitation/Contract Form

Instrument Name: Multi-Building HVAC Controls Upgrade

Product Service Code : Z1EB

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	BUILDING 1670: The contractor shall furnish all labor, parts, tools, plant, equipment, appliances, transportation, and materials necessary to repair/upgrade the existing system in BUILDING 1670 as specified in the Statement of Work (SOW) and any corresponding attachments, as provided. Product Service Code: Z1EB Pricing Arrangement: Firm Fixed Price	1	Job		
0002	BUILDING 1671: The contractor shall furnish all labor, parts, tools, plant, equipment, appliances, transportation, and materials necessary to repair/upgrade the existing system in BUILDING 1671 as specified in the Statement of Work (SOW) and any corresponding attachments, as provided. Product Service Code: Z1EB Pricing Arrangement: Firm Fixed Price	1	Job		
0003	WING-WIDE HVAC COMPONENT REPAIRS OR REPLACEMENTS: The contractor shall furnish all labor, parts, tools, plant, equipment, appliances, transportation, and materials necessary to repair/upgrade the existing system in multiple buildings as specified in the Statement of Work (SOW) and any corresponding attachments, as provided. Product Service Code: Z1EB Pricing Arrangement: Firm Fixed Price	1	Job		

Section C - Description/Specifications/Statement of Work

Requirements

Multi-Building HVAC Controls Upgrade

Section E - Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: Per the terms and conditions of the contract. DoDAAC: F6J3CE CountryCode: USA CES AF BPN NO MILSBILLS PROCESSES, 100 HENSLEY AVE NAS/JRB, TX 76127 UNITED STATES MAJOR NATE NORTON
0002	Inspection and Acceptance Location Both Destination Instructions: Per the terms and conditions of the contract. DoDAAC: F6J3CE CountryCode: USA CES AF BPN NO MILSBILLS PROCESSES, 100 HENSLEY AVE NAS/JRB, TX 76127 UNITED STATES MAJOR NATE NORTON
0003	Inspection and Acceptance Location Both Destination Instructions: Per the terms and conditions of the contract.

	DoDAAC: F6J3CE CountryCode: USA CES AF BPN NO MILSBILLS PROCESSES, 100 HENSLEY AVE NAS/JRB, TX 76127 UNITED STATES MAJOR NATE NORTON

Section F - Deliveries or Performance

0001	**Delivery Schedule** From date of lead time event to delivery 60 Calendar Days Date of Notice to Proceed Receipt **Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: F6J3CE CountryCode: USA CES AF BPN NO MILSBILLS PROCESSES, 100 HENSLEY AVE NAS/JRB, TX 76127 UNITED STATES MAJOR NATE NORTON **Period of Performance** From 19 Aug 2026 To 18 Oct 2026
0002	**Delivery Schedule** From date of lead time event to delivery 60 Calendar Days Date of Notice to Proceed Receipt **Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: F6J3CE CountryCode: USA CES

	AF BPN NO MILSBILLS PROCESSES, 100 HENSLEY AVE NAS/JRB, TX 76127 UNITED STATES MAJOR NATE NORTON **Period of Performance** From 19 Aug 2026 To 18 Oct 2026
0003	**Delivery Schedule** From date of lead time event to delivery 60 Calendar Days Date of Notice to Proceed Receipt **Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: F6J3CE CountryCode: USA CES AF BPN NO MILSBILLS PROCESSES, 100 HENSLEY AVE NAS/JRB, TX 76127 UNITED STATES MAJOR NATE NORTON **Period of Performance** From 19 Aug 2026 To 18 Oct 2026

Section G - Contract Administration Data

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	1991-12		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12		
252.236-7000	Modification Proposals--Price Breakdown.	1991-12		

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.232-7006	Wide Area WorkFlow Payment Instructions.	2023-01		

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

CONSTRUCTION PAYMENT INVOICE

(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.

N/A

(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.

(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	F87700
Issue By DoDAAC	W50S76
Admin DoDAAC	W50S76
Inspect By DoDAAC	____
Ship To Code	F6J3CE
Ship From Code	____

Mark For Code	____
Service Approver (DoDAAC)	F6J3CE
Service Acceptor (DoDAAC)	F6J3CE
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.

136.AW.MSC@US.AF.MIL

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

(End of clause)

Section I - Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-9	Personal Identity Verification of Contractor Personnel.	2011-01		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	2026-02		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	2026-02		

52.222-3	Convict Labor. (Deviation 2026-O0038)	2026-02
52.222-6	Construction Wage Rate Requirements. (Deviation 2026-O0038)	2026-02
52.222-7	Withholding of Funds. (Deviation 2026-O0038)	2026-02
52.222-8	Payrolls and Basic Records. (Deviation 2026-O0038)	2026-02
52.222-9	Apprentices and Trainees. (Deviation 2026-O0038)	2026-02
52.222-10	Compliance with Copeland Act Requirements. (Deviation 2026-O0038)	2026-02
52.222-11	Subcontracts (Labor Standards). (Deviation 2026-O0038)	2026-02
52.222-12	Contract Termination-Debarment.	2014-05
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations.	2014-05
52.222-14	Disputes Concerning Labor Standards. (Deviation 2026-O0038)	2026-02
52.222-15	Certification of Eligibility.	2014-05
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	2026-02
52.222-50	Combating Trafficking in	2026-02

	Persons. (Deviation 2026-O0038)			
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	2026-04		
52.223-10	Waste Reduction Program. (DEVIATION 2025-O0004)	2025-03	Deviation 2025-O0004	2025-03
52.223-23	Sustainable Products. (Deviation 2026-O0038)	2026-02		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05		
52.228-2	Additional Bond Security.	1997-10		
52.228-5	Insurance-Work on a Government Installation.	1997-01		
52.228-11	Pledges of Assets (DEVIATION 2020-O0016)	2021-02	Deviation 2020-O0016	2020-04
52.228-12	Prospective Subcontractor Requests for Bonds.	2022-12		
52.228-14	Irrevocable Letter of Credit.	2014-11		
52.232-18	Availability of Funds.	1984-04		
52.232-27	Prompt Payment for Construction Contracts.	2017-01		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10		

52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03
52.233-3	Protest after Award. (Deviation 2026-O0038)	2026-02
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02
52.236-2	Differing Site Conditions. (Deviation 2026-O0038)	2026-02
52.236-3	Site Investigation and Conditions Affecting the Work. (Deviation 2026-O0038)	2026-02
52.236-5	Material and Workmanship. (Deviation 2026-O0038)	2026-02
52.236-6	Superintendence by the Contractor. (Deviation 2026-O0038)	2026-02
52.236-7	Permits and Responsibilities. (Deviation 2026-O0038)	2026-02
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (Deviation 2026-O0038)	2026-02
52.236-10	Operations and Storage Areas. (Deviation 2026-O0038)	2026-02
52.236-11	Use and Possession Prior to Completion. (Deviation 2026-O0038)	2026-02

52.236-12	Cleaning Up. (Deviation 2026-O0038)	2026-02
52.236-14	Availability and Use of Utility Services. (Deviation 2026-O0038)	2026-02
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-04

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.204-7004	Antiterrorism Awareness Training for Contractors.	2023-01		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)	2024-05	Deviation 2024-O0013	2024-05
252.204-7018	Prohibition on the Acquisition of Covered Defense	2023-01		

	Telecommunications Equipment or Services.	
252.223-7008	Prohibition of Hexavalent Chromium.	2023-01
252.225-7048	Export-Controlled Items.	2013-06
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	2023-06
252.232-7010	Levies on Contract Payments.	2006-12
252.236-7005	Airfield Safety Precautions.	1991-12
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations.	2010-10
252.247-7023	Transportation of Supplies by Sea.	2024-10

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.228-15	Performance and Payment Bonds-Construction (Deviation 2020-O0016)	2020-06	Deviation 2020-O0016	2020-04

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

(a) Definitions. As used in this clause-

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

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

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

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

(3) Additional bond protection.

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

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

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

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

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

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

(End of clause)

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.236-7001	Contract Drawings and Specifications.	2000-08		

CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall-

(1) Check all drawings furnished immediately upon receipt;

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

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

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

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

(c) In general--

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

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

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

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

Document Title	**File Name**
Statement of Work	DPM262611_Rpr HVAC Controls B1671 B1670_SOW (06.12.2026)

(End of clause)

Section J - List of Attachments

"General Decision Number: TX20260270 05/18/2026

State: Texas

Construction Types: Building

Counties: Texas Counties of

Tarrant

Modification Number Publication Date

0 01/02/2026

1 05/18/2026

ASBE0021-011 06/01/2025

Rates Fringes

ASBESTOS WORKER/HEAT & FROST INSULATOR (DUCT, PIPE

AND MECHANICAL SYSTEM INSULATION).....$ 33.23 7.52

BOIL0074-003 01/01/2025

Rates Fringes

BOILERMAKER.....$ 33.17 24.92

CARP1421-002 10/01/2023

Rates Fringes

MILLWRIGHT.....$ 32.02 11.27

ELEV0021-006 01/01/2025

Rates Fringes

ELEVATOR MECHANIC: FOOTNOTES: A. 6% UNDER 5

YEARS BASED ON REGULAR HOURLY RATE FOR ALL HOURS

WORKED. 8% OVER 5 YEARS BASED ON REGULAR HOURLY

RATE FOR ALL HOURS WORKED. B. NEW YEAR'S DAY,

MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY,

THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING

DAY, CHRISTMAS DAY, AND VETERANS DAY.....$ 51.93 38.44

ENGI0178-005 06/01/2020

Rates Fringes

POWER EQUIPMENT OPERATOR ((3) HYDRAULIC CRANES 59

TONS AND UNDER).....$ 32.35 13.10

POWER EQUIPMENT OPERATOR ((1) TOWER CRANE).....$ 32.85 13.10

IRON0263-005 06/01/2025

Rates Fringes

IRONWORKER: ORNAMENTAL AND STRUCTURAL.....$ 29.64 8.43

PAIN0053-004 04/01/2014

Rates Fringes

PAINTER (BRUSH, ROLLER, AND SPRAY (EXCLUDES DRYWALL

FINISHING/TAPING)).....$ 16.40 5.45

PLUM0146-003 05/01/2025

Rates Fringes

PIPEFITTER (EXCLUDES HVAC PIPE INSTALLATION).....$ 41.28 12.16

SUTX2014-048 07/21/2014

Rates Fringes

TRUCK DRIVER: WATER TRUCK.....$ 12.00 4.11

TRUCK DRIVER: SEMI-TRAILER TRUCK.....$ 12.50 0.00

TRUCK DRIVER: FLATBED TRUCK.....$ 19.65 8.57

TRUCK DRIVER: DUMP TRUCK.....$ 12.39 1.18

TILE SETTER.....$ 12.00 0.00

TILE FINISHER.....$ 11.22 0.00

SPRINKLER FITTER (FIRE SPRINKLERS).....$ 19.27 3.68

SHEET METAL WORKER, EXCLUDES HVAC DUCT INSTALLATION.$ 18.63 0.65

SHEET METAL WORKER (HVAC DUCT INSTALLATION ONLY)....$ 21.54 5.59

ROOFER.....$ 15.70 0.58

PLUMBER, EXCLUDES HVAC PIPE INSTALLATION.....$ 22.10 4.17

PLASTERER.....$ 15.30 0.00

PIPEFITTER (HVAC PIPE INSTALLATION ONLY).....$ 21.28 4.45

OPERATOR: ROLLER.....$ 15.04 0.00

OPERATOR: PAVER (ASPHALT, AGGREGATE, AND

CONCRETE).....$ 18.44 0.00

OPERATOR: MECHANIC.....$ 17.52 3.33

OPERATOR: LOADER.....$ 12.89 1.19

OPERATOR: GRADER/BLADE.....$ 12.95 0.00

OPERATOR: FORKLIFT.....$ 14.20 0.00

OPERATOR: DRILL.....$ 17.60 0.50

OPERATOR: BULLDOZER.....$ 18.29 1.31

OPERATOR: BOBCAT/SKID STEER/SKID LOADER.....$ 13.93 0.00

OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE.....$ 13.09 0.00

LABORER: LANDSCAPE AND IRRIGATION.....$ 10.00 0.00

LABORER: ROOF TEAROFF.....$ 11.28 0.00

LABORER: PIPELAYER.....$ 13.00 0.35

LABORER: MASON TENDER - CEMENT/CONCRETE.....$ 10.81 0.00

LABORER: MASON TENDER - BRICK.....$ 10.50 0.00

LABORER: COMMON OR GENERAL.....$ 11.30 0.00

IRONWORKER, REINFORCING.....$ 12.19 0.00

INSTALLER - SIDING (METAL/ALUMINUM/VINYL).....$ 15.77 0.00

HVAC MECHANIC (HVAC UNIT INSTALLATION ONLY).....$ 22.39 7.10

GLAZIER.....$ 16.61 2.96

FORM WORKER.....$ 12.35 0.00

ELECTRICIAN, EXCLUDES LOW VOLTAGE WIRING AND

INSTALLATION OF ALARMS/SOUND AND COMMUNICATION

SYSTEMS.....$ 20.59 3.98

ELECTRICIAN (SOUND AND COMMUNICATION SYSTEMS ONLY)..$ 17.79 2.41

ELECTRICIAN (LOW VOLTAGE WIRING ONLY).....$ 14.88 2.15

ELECTRICIAN (ALARM INSTALLATION ONLY).....$ 18.00 0.38

DRYWALL HANGER AND METAL STUD INSTALLER.....$ 16.20 3.40

DRYWALL FINISHER/TAPER.....$ 16.24 3.94

CEMENT MASON/CONCRETE FINISHER.....$ 13.44 0.00

CARPENTER, EXCLUDES DRYWALL HANGING, FORM WORK, AND

METAL STUD INSTALLATION.....$ 15.47 1.82

BRICKLAYER.....$ 20.66 0.00

WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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

for Federal Contractors applies to all contracts subject to the

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

solicitation was issued) on or after January 1, 2017. If this

contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their

own illness, injury or other health-related needs, including

preventive care; to assist a family member (or person who is

like family to the employee) who is ill, injured, or has other

health-related needs, including preventive care; or for reasons

resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

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

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

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

Union Rate Identifiers

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

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates

in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

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

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

Survey Rate Identifiers

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

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

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

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

be:

a) a survey underlying a wage determination

b) an existing published wage determination

c) an initial WHD letter setting forth a position on

a wage determination matter

d) an initial conformance (additional classification

and rate) determination

On survey related matters, initial contact, including requests

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

of Wage Surveys. Requests can be submitted via email to

davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

Regarding any other wage determination matter such as

conformance decisions, requests for initial decisions should be

directed to the WHD Branch of Construction Wage Determinations.

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

by mail to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

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

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

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

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

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210.

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END OF GENERAL DECISION

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*** END OF NARRATIVE ***

Section K - Representations, Certification, & Other Statements

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	2026-02		

DFARS Provisions Incorporated by Reference

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

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7016	Covered Defense Telecommunications Equipment or Services-Representation.	2019-12		

COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, "covered defense telecommunications equipment or services" has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered defense telecommunications equipment or services".

(c) Representation. The Offeror represents that it [ ] does, [ ] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	2021-05		

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

252.204-7998	Alternate A, Annual Representations and Certifications. (DEVIATION 2026-O0043)	2026-02	Alternate A Deviation 2026-O0043	2026-02 2026-02

Alternate A, Annual Representations and Certifications (DEVIATION 2026-O0043)(FEB 2026)

Include the following paragraphs (e), (f), and (g) in the provision at FAR 52.204-7:

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

(2) If the provision at FAR 52.204-7, System for Award Management - Registration, 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 (g) 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 (g) applies.

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

(f)(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 $150,000 or more.

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

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations 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: [Contracting Officer check as appropriate.]

[ ](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.

(g) 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 52.204-7 and paragraph (f) 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 4.203-1); 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 No.	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)

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

Addendum to RFO FAR 52.212-1

Instructions to Offerors - Commercial Products and Services

(a) Instructions:

(1) Quote Submission and Documentation Requirements

- **Submission Deadline:** Submit all quotes to the office specified in this solicitation at or before the exact date and time specified in Block 13 of the Standard Form (SF) 1442.

- **Standard Form 1442:** Submissions must include a completed SF 1442. Offerors must complete Blocks 14, 15, 17, 18, and 20a-c, as well as Block 16 if applicable. If the solicitation is amended after its original posting, offerors must acknowledge all amendments by either completing Block 19 on the SF 1442 or completing Blocks 15A-C on each Standard Form 30 (SF 30).

- **Pricing and Contract Line Item Numbers (CLINs):** Offerors shall submit a Firm-Fixed-Price (FFP) proposal structured by the individual CLINs identified in the solicitation's schedule. Each CLIN must be priced independently, and pricing must not be contingent upon the award of any other CLINs. The Government reserves the right to award any combination of CLINs (including a single CLIN or no CLINs at all) and is under no obligation to award all CLINs listed. Each independent CLIN price must comprehensively include all labor, materials, equipment, and services necessary to perform the work specified in the Statement of Work (SOW) and any corresponding attachments.

- **Provisions and Clauses:** Offerors must complete and return all applicable fill-in provisions and clauses contained within the solicitation.

- **Resource Estimate:** Offerors must submit a comprehensive list of the equipment, materials, and labor disciplines required to accomplish the scope of work outlined in the SOW. While an RSMeans output is an example of a specialized program that can generate this information, its use is not mandatory. Offerors may instead submit a simple list, such as a Microsoft Word document, provided it contains sufficient detail to demonstrate an adequate understanding of the specific means and methods necessary to successfully complete all solicitation requirements.

- **Project Schedule:** Offerors must submit a realistic project schedule demonstrating how the project will be successfully completed. If Block 11 of the SF 1442 indicates that the schedule

is negotiable, the submitted schedule must clearly indicate the offeror's proposed timeline as their official position. This schedule must detail the planned sequence of activities, identify key milestones, and clearly align with the performance objectives in the SOW to ensure completion within the established (or proposed) Period of Performance (PoP).

(2) Submission Method: Quotes must be submitted electronically via email to 136.AW.MSC@us.af.mil. Submissions must be received by the Government at or before the exact date and time specified in the solicitation. The email subject line must strictly read: **Solicitation Number - Quote - Company Name**.

(3) Bid Guarantee: If a bid bond is required (SF 1442, Block 13B), a scanned copy of the completed Standard Form 24 (SF 24) must be submitted electronically with the quote. The Government reserves the right to request the original paper bid bond during evaluations or prior to award.

(4) Requests for Information (RFIs): RFIs must be submitted in writing via email to 136.AW.MSC@us.af.mil. The email subject line must strictly read: **Insert Solicitation Number - RFI - Company Name**. **RFIs will not be accepted after the date and time stated on the solicitation (SAM.gov) notice,** unless a response is deemed to be in the best interests of the Government.

(5) Insurance Requirements: In accordance with Clause 52.228-5, the awardee/contractor shall provide and maintain, during the entire performance of this contract, at least the kinds and minimum amounts of insurance identified below:

Insurance Type	**Minimum Limit**
Workmen's Compensation	$100,000*
Comprehensive General Liability	$500,000 per occurrence (Bodily Injury)
Comprehensive Automobile Liability	$200,000 per person / 20,000 per accident (Property Damage)

**Except in states with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.*

End Addendum to RFO FAR 52.212-1

*** END OF NARRATIVE ***

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	2017-01		
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	2026-02		
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		
52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work. (Deviation 2026-O0038)	2026-02		
52.228-17	Individual Surety-Pledge of Assets (Bid Guarantee).	2021-02		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	2023-11		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03		

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.228-1	Bid Guarantee.	1996-09		

Bid Guarantee (Sept 1996)

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

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

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

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

(c) The amount of the bid guarantee shall be 20 percent of the bid price or $3,000,000,

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)

Section M - Evaluation Factors for Award

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.212-2	Evaluation-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		

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

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

(i) Submitted quotes that conform to the solicitation (e.g., stated terms, conditions, representations, certifications, timeliness, and response to all other required information) will be reviewed by the Contracting Officer to ensure the Offeror is not debarred, suspended, or proposed for debarment. Offerors found to be debarred, suspended, or proposed for debarment shall be excluded from receiving a contract award and will be removed from the competition.

(ii) Quotes meeting the requirements of paragraph (i) will be evaluated in pursuit of the best value for the Government, considering price and all other factors of the solicitation. In accordance with RFO FAR 12.203(c)(2), a comparative evaluation of the quotes, without objective standards, will be conducted.

(iii) Past Performance: Information for past performance reviews may come from either an information system or personal knowledge of an Offeror. Information may be sourced from systems such as, but not limited to, the Contractor Performance Assessment Reporting System (CPARS), the Supplier Performance Risk System (SPRS), or the Contracting Officer's personal knowledge of work performed on any previous federal contract. If unfavorable information is discovered or known regarding an Offeror, the Offeror may be removed from the competition and further evaluation.

(iv) Technical Review (other factor(s)): The Government will review the 1) list of equipment /materials/labor disciplines, and 2) project schedule--items described in the Instructions--to determine if the Offeror understands the scope of work and demonstrates a thorough knowledge and understanding of the requirement.

a. Subfactor 1: The list of equipment, materials, and labor disciplines shall list those items necessary to accomplish the scope of work identified in the Statement of Work. This list will be used to evaluate the Offeror's understanding of the technical requirement through an analysis of the major work elements proposed.

b. Subfactor 2: The project schedule will be evaluated relative to the overall coordination of the construction phase. This includes assessing the Offeror's ability to identify all necessary work elements of the specific project, schedule the activities in a logical sequence, and ensure the contract performance time required in this solicitation (or appropriately proposed by the Offeror) is met.

(v) The Government intends to award a contract, without negotiating, to the quote that represents the best value to the Government; however, the Government reserves the right to negotiate if deemed in its best interest. Examples as to why the Government may deem negotiations to be in its best interest include, but are not limited to: prices/costs are unreasonably low/high, or costs are found to be unbalanced. If the need to negotiate arises, the Government intends to only negotiate with the Offeror being considered for award that represents the anticipated best value to the Government. The Government reserves the right to consider a quote which offers more than the minimum and select that quote if it provides a benefit to the Government. The Government has the discretion to accept other than the lowest-priced quote if determined to be the best value to the Government.

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

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

(End of provision)