SOLICITATION, OFFER, AND AWARD

(Construction, Alteration, or Repair)

1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE	OF	PAGES
W9128F26RA072	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	14 MAY 2026	1		122

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
		518826

7. ISSUED BY	CODE	8. ADDRESS OFFER TO
W071 ENDIST OMAHA KO CONTRACTING OFFICE, 1616 CAPITOL AVENUE OMAHA, NE 68102-4901 UNITED STATES BRIAN REYNOLDS, EMAIL: BRIAN.REYNOLDS@USACE.ARMY.MIL TELEPHONE: EMAIL ONLY	W9128F	W071 ENDIST OMAHA KO CONTRACTING OFFICE, 1616 CAPITOL AVENUE OMAHA, NE 68102-4901 UNITED STATES

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)*
	BRIAN REYNOLDS	EMAIL ONLY

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: RELAY GROUND STATION - SOUTH (RFS-S)
PROJECT LOCATION: SCHRIEVER SFB CO

DESIGN-BUILD CONTRACT IN SUPPORT OF THE SPACE DEVELOPMENT AGENCY (SDA) TO BUILD A RELAY GROUND STATION-SOUTH AT SCHRIEVER SPACE FORCE BASE LOCATED NEAR COLORADO SPRINGS, CO. THIS SOLICITATION IS UNRESTRICTED AND OPEN TO BOTH LARGE AND SMALL BUSINESS PARTICIPATION.

RETURN WITH OFFER: INFORMATION REQUIRED BY SECTION 00 10 00 (1442), SECTION 00 22 00 AND 00 45 00.

NOTE: SPECIFICATIONS AND DRAWINGS CONTAIN CONTROLLED UNCLASSIFIED INFORMATION (CUI) AND ACCESS TO THESE DOCUMENTS IS RESTRICTED AS PER 23 CFR 2002 AND PRESIDENTIAL DIRECTIVE 21. PLEASE CONTACT THE CONTRACT SPECIALIST, BRIAN REYNOLDS, AT BRIAN.REYNOLDS@USACE.ARMY.MIL TO REQUEST ACCESS VIA EMAIL WITH THE SOLICITATION NUMBER, YOUR COMPANY NAME, AND CAGE CODE IN THE SUBJECT LINE (I.E. W9128F26RA072 / COMPANY XYZ / CAGE CODE). VENDORS MUST BE REGISTERED AND ACTIVE IN SAM.GOV AND PROCUREMENT INTEGRATED ENTERPRISE ENVIRONMENT (PIEE) TO OBTAIN APPROVAL FOR ACCESS TO SPECIFICATIONS AND DRAWINGS AS WELL AS THE ABILITY TO SUBMIT PROPOSALS. REFERENCE SOLICITATION SECTION 00 22 00 FOR REGISTRATION INSTRUCTIONS AND ACCESS TO THESE SYSTEMS.

11. The contractor shall begin performance within 10 calendar days and complete it within 420 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 18 JUN 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 00 00 00 - Procurement and Contracting Requirements

Instrument Name: Relay Ground Station - South (RGS-S)

Design-build contract in support of the Space Development Agency (SDA) to build a Relay Ground Station-South at Schriever Space Force Base located near Colorado Springs, CO. This solicitation is unrestricted and open to both large and small business participation. Return with Offer: Information required by Section 00 10 00 (1442), Section 00 22 00 and 00 45 00. Note: Specifications and drawings contain controlled unclassified information (CUI) and access to these documents is restricted as per 23 CFR 2002 and Presidential Directive 21. Please contact the contract specialist, Brian Reynolds, at Brian.Reynolds@usace.army.mil to request access via email with the solicitation number, your company name, and cage code in the subject line (i.e. W9128F26RA072 / Company XYZ / Cage Code). Vendors must be registered and active in sam.gov and Procurement Integrated Enterprise Environment (PIEE) to obtain approval for access to specifications and drawings as well as the ability to submit proposals. Reference solicitation section 00 22 00 for registration instructions and access to these systems.

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

Additional Information/Notes

SECTION 00 10 00

SOLICITATION, CONTRACT LINE ITEM NUMBER (CLIN) SCHEDULE

NOTES:

1. See Section 00 21 00 - Instructions to Offerors and FAR 52.217-5 - Evaluation of Options for evaluation of options. The Government may require delivery of the number line item(s) identified in the Schedule as an option item. The Contracting Officer may exercise an option IAW with milestones in proposal, see section 00 22 00 Par 14 Factor 2, by written notice to the Contractor in accordance with (IAW) Federal Acquisition Regulation (FAR) Clause 52.217-7- Option for Increased Quantity-Separately Priced Line Item.

2. Prices must be entered for all items of the schedule. Total amount submitted without prices being entered on individual items will be rejected. Additions will be subject to verification by the Government. In the case of variation between the Job (lump-sum) prices and the total amount, the lump-sum prices will be considered the price submitted.

3. A modification to a proposal which provides for a single adjustment to the total amount should state the application of the adjustment to each respective Job (lump-sum) price and unit price.

4. Submit a Supplemental Price Breakdown in Excel format for the "TOTAL AMOUNT (ALL BASIC PLUS OPTIONS)" in the Pricing Schedule. Include Offeror name, project title and project location on each page of the price breakdowns. See Supplemental Price Breakdown of Pricing Schedule template under 00 22 00 Par 17 VOL II Factor 2, submission requirements.

5. IAW FAR 52.215-1 - Contracting by Negotiation, the Government reserves the right to award a contract without discussions. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a technical and cost/price standpoint.

*** END OF NARRATIVE ***

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	All Work Complete to Design Relay Ground Station Pricing Arrangement: Firm Fixed Price	1	Job		

0002	All Work Complete to Construct Relay Ground Station - Paving and Sitework Product Service Code: Y1BC North American Industry Classification System (NAICS): 237130 Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 0003	All Work Complete to Construct Relay Ground Station - Complete Site Communications Product Service Code: Y1BC North American Industry Classification System (NAICS): 237130 Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 0004	All Work Complete to Construct Relay Ground Station - Complete Electrical Product Service Code: Y1BC North American Industry Classification System (NAICS): 237130 Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 0005	All Work Complete to Construct Relay Ground Station - Complete Radome Foundation and Antenna Pedestal Foundation Product Service Code: Y1BC North American Industry Classification System (NAICS): 237130 Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 0006	All Work Complete to Construct Relay Ground Station - Complete Generator and supporting systems not included in Option CLINs 0003 - 0004 Product Service Code: Y1BC North American Industry Classification System (NAICS): 237130 Pricing Arrangement: Firm Fixed Price	1	Job		

Option Line Item 0007	All Work Complete to Construct Relay Ground Station - Site Fueling and Supporting System not included in Option CLINs 0003 - 0005 Pricing Arrangement: Firm Fixed Price	1	Job		

Section 00 21 00 - Instructions

FAR Provisions Incorporated by Reference

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

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		
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	2023-01		
252.215-7016	Notification to Offerors-Postaward Debriefings.	2025-10		

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.211-14	Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use.	2008-04		

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 [ ] DX rated order; [ ] 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. [Contracting Officer check

appropriate box.]

(End of provision)

52.216-1 Type of Contract. (Deviation) 2026-02

Type of Contract (Feb 2026) (Deviation)

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

(End of provision)

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

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

https://www.acquisition.gov/_____[Insert one or more Internet addresses]

(End of provision)

52.252-3 Alterations in Solicitation. 1984-04

Alterations in Solicitation (Apr 1984)

Portions of this solicitation are altered as follows:

____ ____ ____

(End of clause)

52.252-5	Authorized Deviations in Provisions.	2020-11

Authorized Deviations in Provisions (Nov 2020)

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

(b) The use in this solicitation of any ____[insert regulation name](48 CFR Chapter Deviation Listed in the Solicitation/Contract) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective	Alternate	Variation

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

NOTICE OF CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

(a) *Definitions*. As used in this provision, "controlled unclassified information (CUI)," "current," "Cybersecurity Maturity Model Certification (CMMC) status," "Cybersecurity Maturity Model Certification unique identifier (CMMC UID)," "Federal contract information (FCI)", and "plan of action and milestones" have the meaning given in the Defense Federal Acquisition Regulation Supplement 252.204-7021, Contractor Compliance With the Cybersecurity Maturity Model Certification Level Requirements, clause of this solicitation.

(b)(1) *Cybersecurity Maturity Model Certification (CMMC) level*. The CMMC level required by this solicitation is: **CMMC Level 2 (Self)** This CMMC level, or higher (see 32 CFR part 170), is required prior to award for each contractor information system that will process, store, or transmit Federal contract information (FCI) or controlled unclassified information (CUI) during performance of the contract.

(2) The Offeror will not be eligible for award of a contract, task order, or delivery order resulting from this solicitation if the Offeror does not have, for each of the contractor information systems that will process, store, or transmit FCI or CUI and that will be used in performance of a contract resulting from this solicitation-

(i) The current CMMC status entered in the Supplier Performance Risk System (SPRS) (*https://piee.eb.mil*) at the CMMC level required by paragraph (b)(1) of this provision; and

(ii) A current affirmation of continuous compliance with the security requirements identified at 32 CFR part 170 in SPRS.

(c) *Plan of action and milestones*. If the Offeror has a CMMC Status of Conditional, the Offeror shall successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(d) *CMMC unique identifiers*. The Offeror shall provide, in the proposal, the CMMC unique identifier(s) (CMMC UIDs) issued by SPRS for each contractor information system that will process, store, or transmit FCI or CUI during performance of a contract, task order, or delivery

order resulting from this solicitation. The Offeror also shall update the list when new CMMC UIDs are generated in SPRS. The CMMC UIDs are provided in SPRS after the Offeror enters the results of self-assessment(s) for each such information system.

(End of provision)

252.215-7008 Only One Offer. 2022-12

ONLY ONE OFFER (DEC 2022)

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

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

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

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

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

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

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.

S. Contracting Officer that the proposed price is fair and reasonable ____[U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification].

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

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

(End of provision)

Section 00 22 00 - Supplementary Instructions

SECTION 00 22 00

EVALUATION CRITERIA

1. GENERAL SCOPE OF WORK

The Relay Ground Station South (RGS-S) site is located at Schriever Space Force Base outside of Colorado Springs, CO. The site is situated inside the restricted area. The purpose of the project is to provide the Space Force with the facilities and infrastructure (FI) needed to support RGS-S. The project will be executed using a Design-Build (DB) project delivery method, which will require the contractor to provide the Government with a complete design that will provide construction of a complete and usable facility to include warranty based on the Request for Proposal (RFP).

Facilities and infrastructure will be designed, procured, installed, and commissioned by the Contractor. The facilities and infrastructure will primarily consist of concrete pads, antenna pedestal foundations, radome ringwalls, site utilities, backup generators, fuel tanks, pathways and cabling, and shelters.

The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)) IAW FAR 52.215-1. Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

Competition for this contract will be full and open competition. The North American Industry Classification System (NAICS) code is 237130 (Power and Communication Line and Related Structures), with a corresponding small business size standard of $45M.

THE OFFEROR SHOULD BE REGISTERED IN SYSTEM FOR AWARD MANAGEMENT WEBSITE (SAM. GOV).

2. SOLICITATION SELECTION PROCEDURES

The acquisition approach for this project will be a Best Value RFP following FAR Part 15 procedures. Upon receipt of proposals, the Source Selection Evaluation Board (SSEB) will convene and begin to independently evaluate each proposal against the factors in the solicitation. Once the SSEB Evaluation Report has been received, per the DoD Source Selection Procedures, the Government will appoint a Source Selection Chairperson. The Chairperson will then review the ratings given by the SSEB and perform a comparative analysis of proposals against the requirements stated in the RFP. The chairperson will

develop a recommendation report for the SSA. Once the recommendation report has been received, the Price Analysis review and the Source Selection Authority (SSA) review of the Best Value Tradeoff will then commence.

Offerors must submit a Volume I (Technical) and Volume II (Pricing) proposal as described below. Offerors shall assume that revisions to Volume I (Technical) proposals will not be allowed, accepted, or evaluated after formal Volume I submission on the requested date - unless requested by the Government by amendment or other formal correspondence.

3. FACTOR 1 - TECHNICAL PROPOSAL

This Factor consists of four (4) elements as described herein when combined will equate the rating for Factor 1. Element 1- Technical Approach, Element 2- Organizational Approach, Element 3- Key Personnel, Element 4 - Risk Assessment.

4. FACTOR 2 - SUMMARY SCHEDULE

5. FACTOR 1 & FACTOR 2 - TECHNICAL APPROACH & SUMMARY SCHEDULE

The Combined technical/risk ratings will be used to evaluate Factor 1 - Technical Approach and Factor 2 - Summary Schedule. The evaluation ratings for Technical Factors will be on an adjectival basis in conjunction with a narrative composed of the discussion of the particular strengths, weaknesses, and deficiencies of the proposal. The Source Selection Team (SST) will use a combined technical/risk rating system that includes consideration of risk in conjunction with the strengths, weaknesses, and deficiencies in determining technical ratings. Combined technical/risk evaluations shall utilize the combined technical/risk ratings listed in Table 1.

Table 1: Combined Technical/Risk Ratings

(See attachment in 00 22 00 for colored Table)

Color	Rating	Description
Blue	Outstanding	Proposal demonstrates an exceptional approach and understanding of the requirements and contains multiple strengths and/or at least one significant strength, and risk of unsuccessful performance is low.
Purple	Good	

		Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength or significant strength, and risk of unsuccessful performance is low to moderate.
Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Yellow	Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Red	Unacceptable	Proposal does not meet requirements of the solicitation and, thus, contains one or more deficiencies and is unawardable, and/or risk of performance is unacceptably high.

RATING DEFINITIONS

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

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

Weakness: a flaw in the proposal that increases the risk of unsuccessful contract performance.

Significant Weakness: is a flaw that appreciably increases the risk of unsuccessful contract performance.

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

6. FACTOR 3 - PAST PERFORMANCE

6.1 The Past Performance evaluation factor assesses the degree of confidence the Government has in an Offeror's ability to supply products and services that meet users' needs, based on a demonstrated record of performance. The Past Performance evaluation results in an assessment of the Offeror's probability of meeting the solicitation requirements. The Past Performance evaluation considers each Offeror's demonstrated recent and relevant record of performance in supplying products and services that meet the contract's requirements. One performance confidence assessment rating is assigned for each Offeror after evaluating the Offeror's recent Past Performance, focusing on performance that is relevant to the contract requirements. There are three aspects to the Past Performance evaluation, Relevancy and Contractor Performance, which are described below:

6.2 Recency. The first aspect is to evaluate the recency of the offeror's past performance. Recency is generally expressed as a time period during which past performance references are considered relevant and is critical to establishing the relevancy of past performance information. The criteria to establish what prior performance is recent shall be unique to each source selection and shall be stated in the solicitation. The recency timeframe established should be based on the acquisition and the market/industry. For example, some efforts would require longer recency periods to avoid restricting competition simply due to the lack of item production.

> Recent is defined as Past Performance on contracts that had a construction completion date (otherwise known as a building occupancy date (BOD)) within the past seven (7) years from the date of this solicitation release, or at a minimum project shall at least be substantially complete, meaning approximately 90% invoiced and paid, within the past five (5) years from the date of this solicitation release.

6.3 Relevancy. The first aspect of the Past Performance evaluation is to determine how relevant previous projects accomplished by the Offeror is to the anticipated work to be accomplished under this project scope. Relevancy is defined as similarity of items stated within this solicitation such as: types of projects, dollar value, contract type, and relative complexity. With respect to relevancy, more relevant Past Performance will typically be a stronger predictor of future success and have more influence on the Past Performance confidence assessment. Relevancy is not a separate proposal rating but is used to develop an overall Past Performance Confidence Assessment. The four levels of relevancy ratings are:

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

6.4 Quality of Performance (Products or Services). The third aspect of the past performance evaluation is to establish the overall quality of the offeror's past performance (see FAR 15.304[c][2]). The past performance evaluation conducted in support of a current source selection does not establish, create, or change the existing record and history of the offeror's past performance on past contracts; rather, the past performance evaluation process gathers information from customers on how well the offeror performed those past contracts. Requirements for considering history of small business utilization are outlined at FAR 15.304(c)(3)(ii) and DFARS 215.305(a)(2). The Past Performance Evaluation Team will review all past performance information collected and determine the quality of the offeror's performance, general trends, and usefulness of the information and incorporate these into the performance confidence assessment (see paragraph 3.1.3.3). A separate quality assessment rating is not required; rather, the past performance rating, is based on the offeror's overall record of recency, relevancy, and quality of performance.

6.5 After evaluating recency, relevancy and quality of performance, a Performance Confidence Assessment rating will be determined. In conducting a performance confidence assessment, each Offeror shall be assigned one of the following ratings:

Substantial Confidence. Based on the Offeror's recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.

Satisfactory Confidence. Based on the Offeror's recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.

Neutral Confidence: No recent/relevant performance record is available, or the Offeror's performance record is so sparce that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorably or unfavorably on the factor of past performance.

Limited Confidence. Based on the Offeror's recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort.

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

Although the SSEB may not rate an offeror that lacks recent, relevant past performance favorably or unfavorably regarding past performance, the SSA 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 if the determination is consistent with stated solicitation criteria.

7. FACTOR 4 - SMALL BUSINESS PARTICIPATION PLAN RATING METHOD

The small business evaluation for Factor 4 will utilize the following ratings as stated in the below table for this solicitation.

Table 2: Small Business Rating Method

(See attachment in 00 22 00 for colored Table)

Color	Rating	Description
Blue	Outstanding	Proposal indicates an exceptional approach and understanding of the small business objectives.
Purple	Good	Proposal indicates a thorough approach and understanding of the small business objectives.
Green	Acceptable	Proposal indicates an adequate approach and understanding of small business objectives.
Yellow	Marginal	Proposal has not demonstrated an adequate approach and understanding of the small business objectives.
Red	Unacceptable	Proposal does not meet small business objectives.

8. OBTAINING PAST PERFORMANCE RECORDS

Past performance records may be obtainable by Offerors using one of the following methods:

(1) Accessing Past Performance information directly from Contractor Performance Assessment Reporting System (CPARS) website at https://www.cpars.gov/ for CCASS completed before 27 June 2014 and for merged CPARS completed after 1 July 2014. CPARS is an electronic repository of performance information collected by all the major federal performance reporting systems and can be accessed at the website.

All Department of Defense (DoD) employees (military and civilian), including DoD Contractors that are working on site (military/government facilities) or contractors working offsite using Government Furnished Equipment (GFE) are required to use certificates from DoD Public Key Infrastructure (PKI) to access CPARS. If the contractor doesn't work on site or with GFE they are encouraged to obtain and use a certificate from an External Certificate Authority (ECA). For DoD users, the use of PKI Login is Mandatory. Federal and Contractor users can use the PKI login category if they have PKI.

External Certificate Authority

External Certificate Authorities (ECAs) and Interim External Certificate Authorities (IECAs) provide digital certificates to the DoD's private industry partners, contractors using their own equipment or working in non-government facilities, allied partners, and other agencies.

Additional information about the PKI certificate is at https://www.cpars.gov/sysreq.htm web page.

You will also need your Unique Entity ID (EID) and Marketing Partner Identification Number (MPIN) to log onto CPARS. The MPIN number was selected by whoever registered your company in the System for Award Management (SAM) Registry at https://sam.gov/. If you do not know your MPIN number, you will need to contact the SAM help desk by emailing them from the email link on the SAM web page. Please be aware that they will only release the MPIN number to the person who originally registered your company. Additional instructions on locating your MPIN is located in the Frequently Asked Questions (FAQs) section under the Help tab, or -

(2) Past Performance Questionnaires (PPQs) may be used to provide or supplement a firm's past performance with other than U.S. Governmental clients. Contact your client point of contact (POC) for the project you need a past performance record and request the POC to complete the PPQ. The PPQ included in this solicitation is provided for the Offeror to submit to the client for each project the Offeror may need a past performance record for to meet the requirements in this synopsis. Ensure correct phone numbers and email addresses are provided for the client POC. Completed PPQs should be submitted with your proposal. If the Offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the Offeror should complete and submit with the proposal the first page of the PPQ, which will provide contract and client information for the respective project(s). It is the Offeror's responsibility to follow-up with client POCs to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Brian Reynolds, Contract Specialist, via email at Brian.reynolds@usace.army.mil prior to proposal closing date. Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs; this does not preclude an Offeror submitting a previously completed PPQ as long as the full PPQ is submitted and completed in its entirety. This also does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation. If a PPQ is to be submitted for a project, the complete PPQ shall be submitted (either by the client POC or the Offeror) prior to proposal closing date.

9. RELATIVE IMPORTANCE OF EVALUATION FACTORS

Evaluation factors are listed below in descending order of importance:

Volume I Required Submittal Items (Not Rated)		
Location	*Description*	*Descending Order of Importance*
TAB A	SF1442 and Acknowledgement of Amendments	Not Rated
TAB B	Representations & Certifications	Not Rated
TAB C	JV Agreement or Teaming Agreement (if applicable)	Not Rated

Volume I Technical Evaluation Factors (Rated)		
Location	*Description*	*Descending Order of Importance*
TAB D	Factor 1 - Technical Proposal	1st Most Important Factor
Appendix 1	Factor 2 - Summary Schedule	2nd Most Important Factor
TAB E	Factor 3 - Past Performance	3rd Most Important Factor

TAB F	Factor 4 - Small Business Participation Plan	4th Most Important Factor

Volume II Price Evaluation Factors (Rated/Evaluated)		
Location	*Description*	*Descending Order of Importance*
TAB a	Factor 5 - Section 00 10 00, Pricing Schedule	All evaluation factors other than cost or price, when combined, are approximately equal to cost or price.

BASIS OF AWARD & DEBRIEFING OFFERORS

The Government will evaluate proposals in accordance with the criteria described within the solicitation and will award a firm-fixed-price contract to the responsible Offeror whose proposal is determined to represent the best value to the Government utilizing the best value tradeoff process as described in FAR 15.101-1.

The Government reserves the right to evaluate proposals and award a contract without conducting discussions with Offerors In the event the Procuring Contracting Officer (PCO) concludes conducting discussions is in the best interest of the Government, the PCO will document the rationale for the competitive range determination, in which the Source Selection Authority (SSA) will review and approve the PCO's determination. If the PCO 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 PCO 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. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a price and technical standpoint.

Offerors may request a debriefing in accordance with FAR 15.505 Preaward Debriefing of offerors or FAR 15.506 Postaward Debriefing of Offerors.

10. PROPOSAL CHARACTERISTICS

10.1. PROPOSAL SUBMISSION, PAGE LIMITATIONS, AND FORMAT

Proposals shall be submitted by the time and date as specified in Section 00 10 00, Page 1. All submissions shall be in Adobe PDF format with Optical Character Recognition (OCR) applied to all documents that will enable word searches to be conducted using Adobe-compatible PDF software. The two (2) volumes listed below shall be submitted as "SEPARATE" single files.

Offers must be submitted electronically via Procurement Integrated Enterprise Environment (PIEE) Solicitation at https://piee.eb.mil/. Offerors must be registered in PIEE before they can submit a proposal.

REGISTER FOR ACCESS TO PIEE:

Every Vendor must register in the Procurement Integrated Enterprise Environment for the specific applications they wish to use. During registration, offerors will need to register for the solicitation module with the relevant role (Proposal Manager).

To use an application in the Procurement Integrated Enterprise Environment system, you must establish a personal account in the system.

This account is activated by your Government Administrator or the Procurement Integrated Enterprise Environment Customer Support Center.

You will need to take several steps to establish your personal account:

On the PIEE Home Page, click the Help/Training button in the upper right-hand corner for steps needed to complete before registering.

a. Complete your Vendor activation requirements (See Vendors Getting Started section on the Help/Training page).

b. Set up your PC to use the applications (See Machine Setup link on the Help/Training page).

c. Self-register as "Vendor" or your Contractor role for your CAGE codes (See the demo below for help with Self Registration).

d. Have your GAM activate your account.

Additional registration instruction and step-by-step walkthrough can be found at:

https://pieetraining.eb.mil/wbt/xhtml/wbt/portal/overview/vendorRegister.xhtml

UPLOADING PROPOSAL TO PIEE:

Detailed instruction on the uploading of proposals can be found at:

https://pieetraining.eb.mil/wbt/xhtml/wbt/sol/solicitation/proposals.xhtml

PIEE Web based training: https://pieetraining.eb.mil/wbt/

In the event an offeror is unable to register for a PIEE account or otherwise is unable to upload their proposal to PIEE, the offeror shall email the individuals identified below no later than 48 business hours prior to the offer due date and time, stating the issue they are having with PIEE, and request instructions for an alternate method to submit their proposal. This alternate method will be in the form of email to the following recipients:

1. Brian Reynolds, Brian.Reynolds@usace.army.mil
2. Jessica Beckman, Jessica.L.Beckman@usace.army.mil

Page limitations for Volumes I & II, Technical Proposal (Evaluation Factors 1,2, 3, and 4) and Price Proposal (Evaluation Factor 5) are shown in the table below. Title Sheets, Tables of Content, Dividers, and blank pages are not included the page limitations below and should not be numbered. A one-page cover sheet or title sheet is recommended as the first page of each file identifying your firm's name, the file's title, and describing any applicable contractor team arrangements as defined in Tab C below. Any extraneous information or cover letters that provide additional information about your firm - that is not specifically requested in the proposal submission requirements of this solicitation - will not be reviewed or evaluated.

Pages for each factor should be separately and sequentially numbered (i.e., the first page submitted for evaluation for each factor should be "1"). All text shall be at least 10 pt. font and easily read. All text shall be typed and single-spaced. Each page shall be 8-1/2" x 11" (organizational chart, risk assessment and project schedule are the only documents that may be submitted on an 11" x 17"). Margins should be no less than 1" (right, left, top, and bottom).

Pages that exceed the page limitations for any factor will not be reviewed and the information contained on those pages will not be considered for evaluation. Page limitations are per factor, i.e., an Offeror may not reduce the page count for one factor in order to submit additional pages for another factor.

Table 3: Page Limitations

Volume I, Technical Proposal		
Evaluation Factor	Title	Page Limitation
1	Technical Approach	Technical - Limited to 10 Pages Total (Excluding Resumes)

		Element 4 - Key Resumes Limited to 2 Pages per Resume for a total of 8 pages Technical Proposal Limited to 18 Pages Total
2	Summary Schedule	No Page Limit, Narrative limited to 1 page
3	Past Performance	Limited to 10 Pages Total (Excluding System Reports/PPQs)
4	Small Business Participation Plan	No page limit
Volume II, Price Proposal		
5	Price	No page limit
	Bond Capacity Information	No page limit

Volume I, Required Submittals, shall be submitted as the following:

W9128F26RA072_FIRMNAME_REQD_DOCS

Volume I, Technical Proposal, shall be submitted as the following separate files:

W9128F26RA072_FIRMNAME_FACTOR 1_TECHNICAL

W9128F26RA072_FIRMNAME_FACTOR 2_SCHEDULE _APPENDIX

Volume II, Price Proposal, shall be submitted as the following separate files:

W9128F26RA072_FIRMNAME_FACTOR5

10.2. REQUIRED DOCUMENTS FILE

There is no page limit for the Required Documents file.

For Volume I, the following shall be submitted within the file titled "W9128F26RA072_FIRMNAME_REQD_DOCS" in the sequence listed below:

- Title Sheet

- Table of Contents

- Completed SF 1442, to include acknowledgement of amendment(s) - Acknowledgement of amendment(s) on SF30s can be submitted as well but not required.

- Representations and Certifications (other than those completed online through https://www.sam.gov)

- Contractor Team Arrangement Requirements (if applicable)

10.3. COMPONENT REQUIREMENTS

1. Title Sheet: The title sheet shall contain:

   - Solicitation number

   - Name, title, address, email, and telephone number of the Offeror.

   - Offeror's tax identification number (TIN)

   - Names, titles, emails, and telephone numbers of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this RFP.

   - Name, title and signature of the person authorized to sign the proposal.

   - A statement specifying agreement with all terms, conditions and provisions included in the RFP.

1. SF 1442: The SF 1442 shall be completed and signed by a person authorized by the Offeror. Include the Entity ID (EID) number and CAGE code in Block 14 of the SF1442 along with the Offeror's name and address.

1. Contractor Team Arrangement Requirements: For Contractor Team Arrangements, including Joint Ventures, submit the information required by "Contractor Team Arrangements" paragraph, below.

11. PROPOSAL CHARACTERISTICS

Reference Section 00 21 00 Instructions to Offerors.

12. CONTRACTOR TEAM ARRANGEMENTS

12.1. CONTRACTOR TEAM ARRANGEMENTS OTHER THAN JOINT VENTURE/MENTOR-PROTEGE

a. A listing of each team arrangement member's corporate name (no abbreviations), address, point of contact, phone number, Entity ID (EID Number, and Cage Code.

b. A copy of the signed team arrangement agreement or binding letter of commitment between each team member. All team arrangements and letters of commitment shall:

1) Clearly identify the expected relationship, role and responsibility between the firms, Prime Contractor, and of the subcontractor or other entity (type and proportion of work to be performed); and

(2) Be signed by the appropriate individual(s) of each company.

12.2. CONTRACTOR TEAM ARRANGEMENTS - JOINT VENTURE/MENTOR-PROTEGE

No contract may be awarded to a Joint Venture/Mentor-Protege that is not registered in the System for Award Management (SAM) database. **The Joint Venture/Mentor-Protege must have its own registered** Entity ID (EID) **number.** Any Joint Venture/Mentor-Protege agreement that is required to be approved by the Small Business Administration (SBA) shall be approved in accordance to the applicable Code of Federal Regulations (CFR). If the applicable requirements are not met prior to the due date for proposals, the proposal will be rendered unawardable.

a. In a cover letter of your proposal for this factor, provide the complete names, addresses, and phone number of the firms comprising the Joint Venture/Mentor-Protege.

b. A copy of the Joint Venture/Mentor-Protege agreement.

c. Signature requirements: SF 1442, SOLICITATION, OFFER, AND AWARD, Block 20, requires that the name and title of a person authorized to sign the offer for the Joint Venture/Mentor-Protege be provided. In the case of a Joint Venture/Mentor-Protege, subject Standard Form shall be signed by the principal representative of the Joint Venture/ Mentor-Protege (or the alternate principal representative, if the principal representative is unavailable).

d. In addition to the requirements stated above, and to assure a single point of contact for resolution of contractual matters and payments, **the Offeror shall submit a certificate signed by each participant in the Joint Venture containing the following statement:**

"The parties hereto expressly understand and agree as follows:

1. **(Name, title, and company)** is the principal representative of the Joint Venture. As such, all communications regarding the administration of the contract and the performance of the work thereunder may be directed to him or her. In the absence of **(same name, title, and company), (enter name, title, and company of alternate)** is the alternate principal representative of the Joint Venture/Mentor-Protege. These individuals have authority to sign on behalf of the Joint Venture/Mentor-Protege.

2. Direction, approvals, required notices, and all other communications from the Government to the Joint Venture/Mentor-Protege, including transmittal of payments by the Government, shall be directed to **(enter name, title, and company of principal),** principal representative of the Joint Venture/Mentor-Protege**."**

NOTE: Provide telephone numbers and email addresses for the points of contact listed in the above statement.

12.3. INTEGRITY AND VALIDITY OF CONTRACTOR TEAM ARRANGMENTS

The Contracting Officer will recognize the integrity and validity of contractor team arrangements; provided that the arrangements are identified, and company relationships are fully disclosed and validation of formal agreements and relationships (i.e., Mentor-Protege agreements, Joint Ventures, partnerships, etc.) are provided in the offer and submitted with the proposal responding to the solicitation. Nothing in the solicitation authorizes contractor team arrangements in violation of antitrust statutes or limits the Government's rights to:

a. Require consent to subcontracts (see FAR Subpart 44.2);

b. Determine, based on the stated contractor team arrangement, the responsibilities of the Prime Contractor (see FAR Subpart 9.1);

c. Provide to the Prime Contractor data rights owned or controlled by the Government;

d. Pursue its policies on competitive contracting, subcontracting, and component breakout initial production or an any other time; and

e. Hold the Prime Contractor fully responsible for contract performance, regardless of team arrangement between the Prime Contractor and its subcontractors.

13. VOLUME I FACTORS

13.1. VOLUME I - FACTOR 1 -TECHNICAL APPROACH

13.1.1. SUBMISSION REQUIREMENTS

The Offeror shall provide a narrative that describes the Offeror's Technical approach to executing the contract pursuant to the following four (4) elements. Clearly and concisely describe the technical approach, organizational approach, key personnel, and risk management approaches to overall technical approach and execution.

13.1.2. Element 1 - Technical Approach

Submission Requirements

Technical approaches that comply with applicable contract requirements; are realistic, appropriate, and efficient; and demonstrate clear logic and scope, understanding present lower levels of risk and will be more favorably rated. Approaches not demonstrating these attributes present higher levels of risk and will be less favorably rated.

- Describe the technical approach to the Design and Construction of the facility. Include any considerations to the project which will increase efficiencies in the schedule, such as design approach / integration with construction, construction sequencing, early and effective submittal management / integration with construction schedule, management of long lead time procurement, installation and restricted area access, site management, utility outages, etc.

Evaluation Criteria

Strengths may be given for each of the following criteria:

- Technical approaches that comply with applicable contract requirements are realistic, appropriate, and efficient; and demonstrate clear logic and scope, understanding present lower levels of risk.

- Proposals that offer methods to streamline design and construction and manage labor and other resource constraints to reduce costs and support an aggressive schedule to completion.

- Proposals that illustrate an understanding of design and construction practices inherent to Front-Range climates.

- Any other aspect of a proposal that the evaluators and/or the SSA believe enhances the merit of the proposal or increases the probability of successful performance of the contract.

Weaknesses may be given for each of the following criteria:

- Any aspect of a proposal that the Government identifies as a flaw that increases the risk of unsuccessful contract performance.

Deficiencies shall be given for each of the following criteria:

- Omission of one (1) or more of the elements stated under the Technical requirements of the solicitation.

- Any other material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

13.2.3 Element 2 - Organizational Approach

Submission Requirements

An organizational approach that clearly and concisely describes the organizational and staffing approach to effectively manage performance, contain costs, manage the schedule and exhibits effective problem solving and oversight reduces risk and may be more favorably rated.

- Describe design-build approach and DOR and Construction Contractor roles and responsibilities in design phase, construction phase, and relationship between entities. The Offeror shall document unequivocal teaming arrangements with its lead entities and key subcontractors (at a minimum, the Designer of Record).

- List and describe key subcontractors, their roles and responsibilities, how they may be utilized, and any contractual arrangements that have been established to this point.

Evaluation Criteria

Strengths may be given for each of the following criteria:

- Proposals that demonstrate a detailed and coherent plan and provide logical methodology to execute the entire scope of work.

- Proposals that identify business practices that integrate design and construction

- Proposals that demonstrate understanding of work within a restricted area and managing access and access control.

- Proposals that demonstrate a clear understanding and/or usage of local subcontractors, the subcontractor market, and economy and/or how it will impact this project.

- Self-performance of major construction tasks by the Prime Contractor

Weaknesses may be given for each of the following criteria:

- A proposal that does not demonstrate a clear understanding of solicitation requirements associated with the 01 30 00.24 OTHER ADMINSTRATIVE AND SPECIAL REQUIREMENTS specification.

- Any other aspect of a proposal that the Government identifies as a flaw that increases the risk of unsuccessful contract performance.

Deficiencies shall be given for each of the following criteria:

- An Approach that does not demonstrate the Prime Offeror as the lead entity for this project.

- Omission of one (1) or more of the elements stated under Technical requirements of the solicitation.

- Any other material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

13.2.4 Element 3- Key Personnel

Submission Requirements

Key Personnel experience demonstrating (1) capability in same or similar key personnel positions on successful relevant projects of similar scope and magnitude to this solicitation; (2) strong technical knowledge and skill required for this solicitation; and (3) effective problem solving, communication, coordination, and organization present lower levels of risk and will be more favorably rated. Those not demonstrating these attributes present higher levels of risk and will be less favorably rated. Project Experience ratings will be considered in determining relevancy of projects submitted under this factor.

- Resumes are limited to two (2) pages per resume for a total of no more than eight (8) pages. Any pages in excess of this limitation will not be reviewed.

- Submit resumes for the following key personnel. If more than two (2) pages are submitted per resume, only the first two pages will be evaluated. Each resume should demonstrate experience and expertise on similar projects in similar roles as proposed for this solicitation. Each resume should include the following information:

- Proposed role/title for this solicitation

- Recent relevant projects: information should include the project name, role on project, prime contractor, owner, dollar amount, date of start and completion of role referenced, and brief scope of each project listed.

- Resume must clearly state how the individual meets the submission requirements.

i. Project Manager responsible for the overall project: The project manager should have 10 or more years of experience as a project or assistant project manager, managing projects similar to this solicitation.

ii. Contractor Quality Control (CQC) System Manager(s): The QC Manager must meet the following:

The QC Manager must be an individual with a minimum of five (5) years combined experience in the following positions: Project Superintendent, QC Manager, Project Manager, Project Engineer or Construction Manager on similar size and type construction Contracts which included the major trades that are part of this Contract. The individual must have at least 2 years' experience as a QC Manager.

iii. General Superintendent: The superintendent should have 10 or more years of experience as a superintendent or similar role managing multiple trades and subcontractors on projects with similar or greater value and scope to this project.

iv. Design Manager (Lead Design Entity)

Minimum experience requirements for the Design Manager and designers of record must demonstrate at least ten (10) years of design experience and must be registered in accordance with FAR 52.236-25 - Requirements for Registration of Designers. See Specification 01 33 00.32 - Design and Construction Deliverables.

Evaluation Criteria

Strengths may be given for each of the following criteria:

- Key personnel resumes that demonstrate experience that is recent (within seven (7) years of the date of proposal submission) and exceeds the minimum qualifications necessary.

- Capability in same or similar key personnel positions on successful relevant projects of similar scope and magnitude to this solicitation.

- Key personnel that have worked together on past projects.

- Key personnel listed on projects used for experience / past performance factor of this solicitation.

- Federal Government experience.

- Experience within a restricted area on a military installation.

Weaknesses may be given for each of the following criteria:

- Resumes that do not clearly demonstrate the capabilities, experience, and responsibilities of proposed key personnel.

- Past projects that do not represent recent relevant experience in the same or similar capacity/role as this solicitation.

- One or more personnel with a preponderance of past projects that do not exhibit experience with projects of similar scope, magnitude, or complexity to the proposed project.

- Any other aspect of a proposal that the Government identifies as a flaw that increases the risk of unsuccessful contract performance.

Deficiencies may be given for each of the following criteria:

- Omission of one (1) or more of the resumes required for evaluation.

- Any other material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

13.2.5 Element 4 - Risk Assessment

Submission Requirements

Information that clearly identifies potential project risk(s) providing a logical, concise, and proactive approach to mitigate such risk exhibiting the Offeror's ability to manage risk appropriately may be more favorably rated.

- In spreadsheet format, submit a list of risks specific to the project. Identify the degree of risk, impact of the risk (schedule, cost, safety, etc.), whether it's within or outside the Offeror's control and a brief statement on how to mitigate the risk(s).

Evaluation Criteria

Strengths may be given for each of the following criteria:

- Proposals that demonstrate a very clear understanding of the project's risks and how to best mitigate them.

Weaknesses may be given for each of the following criteria:

- A risk assessment that does not provide specific risks to this project and a demonstration of how to mitigate those identified risks.

Deficiencies may be given for each of the following criteria:

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

14. VOLLUME I FACTOR 2 - APPENDIX - SUMMARY SCHEDULE

Submission Requirements

Construction schedules and narrative descriptions documenting (1) clear and efficient critical path and logical sequencing; (2) account for procurement lead-time, subcontractor/trade coordination, on-

site storage and staging, resource and time constraints; and (3) demonstrate risk mitigation and successful completion within the required period of performance present lower levels of risk and will be more favorably rated. Schedules which do not demonstrate these attributes present higher levels of risk and will be less favorably rated.

- Constraints: Offeror must demonstrate the capability and flexibility to plan and schedule the complete project to meet the proposed contract completion period of 420 calendar days to include design efforts. Identify milestones for option award to facilitate construction completion within the period of performance. Clearly identify any constraints on the schedule presented (e.g., labor or material availability, permits, weather). Indicate the anticipated overall critical path on the schedule.

- Provide a summary schedule or diagram graphically represented (may be on 11" x 17" sized sheet(s) and excluded from overall page limitation). This summary schedule will, after contract award, be replaced with a project schedule as required by Section 01 32 01.00 10: Project Schedule. The schedules shall be task oriented, indicating the number of calendar days after NTP, by which milestones are to be achieved. The proposed project schedule shall reflect the proposed contract duration. Give attention to the following features:

- Show design complete milestone and any overlap between design and construction.

- Show the overall construction phase for the site work, foundations, utilities, and facilities. Include any long lead items and any fast-tracking starts. It isn't necessary to show the detailed breakdown construction (e.g., by trades)

- Show schedule line items for notifications and utility outages/connection permits.

- Show turnover of facility. The duration to complete the facility and turnover to the Government must consider the requirement for the Contractor's CQC completion inspection and the subsequent joint Contractor-Government turnover inspection.

- Provide a schedule narrative (NTE 1 page) describing the overall schedule. Outline any assumptions, constraints, resource loading, fast-tracking, or other critical items in the overall schedule.

Evaluation Criteria

Strengths may be given for each of the following criteria:

- Construction schedules and narrative descriptions documenting clear and efficient critical path and logical sequencing.

- Higher evaluation ratings may be given for proposals indicating a summary schedule that clearly identifies approach to design, construction, major milestones, clear path to turnover/BOD/closeout, and ones that demonstrate planned risk mitigation through proposed contract duration.

- Account for procurement lead-time, subcontractor/trade coordination, on-site storage and staging, resource and time constraints.

- Demonstrate risk mitigation and successful completion within the required period of performance present lower levels of risk and will be more favorably rated.

Weaknesses may be given for each of the following criteria:

- A proposed schedule whose duration is greater than that stated in the solicitation without discussion for exceeding duration.

- A proposed schedule that unreasonably condenses contract duration well below the period of performance (without discussion) which as determined by the government may increase cost or create a risk of contract/performance failure.

- A proposed schedule which does not address the features described in Section 00 21 00 under Paragraph 3.3.4.2.7 - Summary Schedule 1 through 4.

15. VOLUME I FACTOR 3 PAST PERFORMANCE

There are three aspects to the performance confidence evaluations: recency, relevancy and quality of past performance. In accordance with FAR 15.305(a)(2), the currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance shall be considered. Relevance and quality of performance will be combined to establish one performance confidence assessment rating for each Offeror. The project examples requested within this factor must be of relevant scope and complexity to the solicited project.

- The Offeror shall submit two (2) projects performed by the Lead Design entity and two (2) projects performed by the Prime Construction entity. Additionally, the Offeror may submit one (1) additional Design-Build project performed by the Prime Construction Entity teamed with the Lead Design Entity describing past teaming experience/performance between current team members. Submission for each project is limited to two (2) pages per project for a total of no more than 10 pages and include the information outlined below with a brief narrative highlighting experience garnered under performance.

- Based upon the entity, project information shall identify if the project was for design, construction, or design-build project and **should** CLEARLY include:

  - Project title and location.

  - Summary of the project discussing major features and the relevance or similarities to this project.

  - Original contract award amount and final cost.

  - Original contract completion date and actual completion date (Month /Year).

  - Percentage (%) of work performed by the Prime Offeror; and Percentage (%) of work subcontracted.

- Current percentage (%) complete of the project (must be approximately 90% paid).

- Subcontractors utilized on the project, the extent to which they were utilized (by percentage of cost), and if they are proposed to be utilized for the project contained in this solicitation.

- Prime Contractor Personnel on the project, what role they held, and if they are proposed to be utilized for this contract, and what role they will hold.

- The name, address, telephone, and email of a representative of the owner (as well as one alternate individual not affiliated with your firm) familiar with your firm's experience on the project that can verify the experience cited.

- The Offeror should demonstrate construction experience on similar building projects using Attachment 1, 'Company Specialized Experience - Construction / Prime Contractor'

- All projects submitted should have a completion date (or BOD) no greater than the past seven (7) years from the date of this solicitation release; however, all projects submitted shall at least be substantially complete, meaning approximately 90% invoiced and paid, within the past five (5) years from the date of this solicitation release.

- The Offeror shall submit past performance evaluations and ratings for each project submitted. No other past performance record shall be submitted other than those related to the projects submitted for this factor. If available, submit the respective CPARS record for the project. For projects which were designed and/or constructed for other government entities, submit the performance appraisal sheets used by that government entity if available. For projects submitted that are not covered in the CPARS database or other Government Performance Rating System, submit a Past Performance Questionnaire (PPQ). A PPQ form is attached to this solicitation for convenience (see Attachment 2). A CPARS record or a complete PPQ shall be submitted for each project submitted under this factor prior to proposal closing date.

a. Performance Information

- Project information submitted shall be similar in project size, scope, and complexity to this project performed by the Prime Offeror/Lead Designer. Each project submitted should demonstrate experience on similar building and site improvement projects of a similar value.

- Projects submitted for this factor shall have been awarded to the Offeror as the Prime Contractor or Joint Venture for the project either singly or as one of the participants in a JV named on the SF-1442 for this solicitation. If the Offeror has multiple functions or divisions, limit the projects to only those performed by the division or unit submitting the offer or by the team member having performed under the submitted project.

The table below provides example scenarios based on the requirements above:

Table 4: Scenario Based Examples

	Scenario Examples	Project Examples Qualify for Evaluation for Factor 3 (if all other requirements are met)
1	Past project was awarded to Company X only. Company X is proposing as a Prime Contractor for W9128F26RA072 and has signed the SF 1442 for W9128F26RA072.	Yes
2	Company Y has formed a JV with Company Z (forming Company "YZ"). Past project was awarded to Company Y only. Company YZ is proposing as a Prime Contractor for W9128F26RA072 and has signed the SF 1442 for W9128F26RA072.	Yes
3	Company Y has formed a JV with Company Z (forming Company "YZ"). Past project was awarded to JV Company YZ. Company YZ is proposing as a Prime Contractor for W9128F26RA072 and has signed the SF 1442 for W9128F26RA072.	Yes
4	Past Project was awarded to Company "AY," a JV composed of Company A (not Prime Offeror for RFP W9128F26RA072) and Company Y. Company Y has formed a JV with Company Z (forming Company "YZ"). JV Company YZ is proposing as a Prime Contractor and has signed the SF 1442 for W9128F26RA072.	Yes
5	Company Y has formed a JV with Company Z (forming Company "YZ"). Company YZ is proposing as a Prime Contractor for W9128F26RA072 and has signed the SF 1442 for W9128F26RA072. Company Y performed work on the past project but was not the Prime Contractor for the past project (either singly or as a member of a JV).	No

6	Company X is proposing as a Prime Contractor for W9128F26RA072 and has signed the SF 1442 for W9128F26RA072. Company X will use Company R as a teaming member/subcontractor but Company R is not part of a JV with Company X for W9128F26RA072. The past project was awarded to Company R as a Prime Contractor (singly or as a member of a JV), but not Company X (singly or as a member of a JV).	No
7	Company Y has formed a JV with Company Z (forming Company "YZ"). Company YZ is proposing as a Prime Contractor for W9128F26RA072 and has signed the SF 1442 for W9128F26RA072. Company YZ will use Company R as a teaming member/subcontractor but Company R is not part of the JV. The past project was awarded to Company R as a Prime Contractor (singly or as a member of a JV), but not to Companies Y or Z (singly or as a member of a JV).	No

Past performance on contracts with the Federal Government, other public agencies, or private organizations will be considered. All submitted references may be contacted. Sources other than submitted references may be contacted as well. During proposal evaluations, exchanges between the Government and Offerors may occur to clarify the relevance of past performance information and/or address adverse past performance information which an Offeror has not yet had an opportunity to respond to.

The past performance evaluation conducted in support of a current source selection does not establish, create, or change the existing record and history of the Offeror's past performance on past contracts; rather, the past performance evaluation process gathers information from customers on how well the Offeror performed those past contracts. Requirements for considering history of small business utilization are outlined at FAR 15.304(c)(3)(ii) and DFARS 215.305(a)(2). The Evaluator(s) will review all past performance information collected and determine the quality of the Offeror's performance, general trends, and usefulness of the information and incorporate these into the performance confidence assessment. A separate quality assessment rating is not required; rather, the past performance rating is based on the Offeror's overall record of recency, relevancy, and quality of performance.

Although the SSEB may not rate an Offeror that lacks recent, relevant past performance favorably or unfavorably regarding past performance, the Technical Evaluation 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 continuum if the determination is consistent with stated solicitation criteria.

Past Performance on projects will examine how well an Offeror performed on relevant projects considering such criteria as: cost growth and adherence to budget; time growth, timeliness and adherence to schedule; quality and quality control measures; management of personnel and subcontractors; compliance with safety standards/safety plan; overall customer satisfaction; and responsiveness to customer concerns.

Government Utilization of Alternative Information Sources for Past Performance

The Government reserves the right to contact any persons who may be knowledgeable about the project or projects (this is not limited to contracts identified by the Offeror) submitted in an Offeror's proposal. In addition, the Government may review and take into consideration other sources of information pertinent to the evaluation of the Offeror's Past Performance, including both the previous experience projects and other similar projects performed by the Offeror. Other sources may include, but are not limited to, Past Performance information retrieved through the Contractor Performance Assessment Reporting System (CPARS), using all Commercial and Government Entity (CAGE)/ Entity ID (EID) numbers of team members (partnership, Joint Venture, teaming arrangement, or parent firm/subsidiary/affiliate) identified in the Offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the Offeror.

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

If available, submit the respective CPARS record for the project. For projects which were designed and/or constructed for other government entities, submit the performance appraisal sheets used by that government entity if available. For projects submitted that are not covered in the CPARS database or other Government Performance Rating System, submit a PPQ. A PPQ form is attached to this solicitation for convenience (see Attachment 2).

A CPARS record or a complete PPQ shall be submitted for each project submitted under this factor prior to proposal closing date.

15.1.1. EVALUATION CRITERIA

The Government's overall confidence level for this factor will be based on the Offeror's Past Performance to include recency and relevancy of the projects submitted and the quality of performance.

Past Performance on projects will examine how well an Offeror has performed on relevant projects considering such criteria as: cost growth and adherence to budget; time growth, timeliness and adherence to schedule; quality and quality control measures; management of personnel and subcontractors; compliance with safety standards/safety plan; overall customer satisfaction; responsiveness to customer concerns.

Project performance demonstrating higher levels of success and quality on more relevant projects similar in scope and magnitude to this solicitation present lower levels of risk and will be more favorably rated.

Projects that are more relevant to the requirements of this solicitation will be given more weight in the overall past performance rating. If an Offeror has no past performance on similar work relevant to this solicitation, they will be evaluated neither favorably nor unfavorably.

CPARS/CCASS records may be given more weight than PPQs. The Government may, at its discretion, contact individuals other than those identified by the Offeror as references to verify the information contained therein. The Government reserves the right to consider all aspects of an Offeror's performance history but may attribute more importance to work that is like the scope contemplated for this project.

16. VOLUME I - FACTOR 4 - SMALL BUSINESS PARTICIPATION PLAN

Submission Requirements (There is no page limitation for Factor 4 - Small Business Participation Plan)

This factor requires all Offerors, regardless of size status to address their planned small business usage for this project. All Offerors are required to provide a Small Business Participation Commitment Document (SBPCD). It should address their corporate approach and methodology for acquiring, soliciting and using small businesses in the performance of this contract. All documentation for this factor should address the Offeror's commitments to providing subcontracting opportunities, as well as evidence of planned and /or continued outreach efforts to encourage and use small businesses. This SBPCD should include a breakdown of small business subcategories to be used as shown on the chart in (d) below.

Separate from the Small Business Participation Plan (Factor 4) required by all offerors, a Subcontracting Plan will ONLY be required from the Apparent Successful Offeror if the firm is an Other Than Small Business (OTSB) - meeting the requirements of FAR 52.219-9 and DFARS 252.219-7996. The Apparent Successful OTSB must submit an acceptable subcontracting plan to be eligible for award. Subcontracting Plans shall reflect and be consistent with the commitments offered in the Small Business Participation Plan. Please do not submit a Subcontracting Plan for Factor 3.

The SBPCD should demonstrate commitment to all federally designated categories of small business: Small Businesses (SBs), Veteran-Owned Small Businesses (VOSBs), Service-Disabled Veteran-Owned Small Businesses (SDVOSBs) HUBZone Small Businesses (HUB), Small Disadvantaged Businesses (SDBs), Woman-Owned Small Business (WOSBs).

Offerors should propose the level of participation of small businesses (as a small business prime, joint venture, teaming arrangement, and/or small business subcontractors) in the performance of the acquisition relative to the objectives/goals set forth in the evaluation of this area. The SBPCD should identify all categories for participation as part of the Offeror's team. This should include a general description of the type of work, product or service anticipated to be supplied via a small business concern.

A specific format is not required, however, items stated below (a) through (f) shall be provided as a minimum.

a. Provide a Narrative addressing the corporate approach and methodology for acquiring, soliciting and using small businesses in the performance of this contract. The Narrative should address the Offeror's commitment to providing subcontracting opportunities, as well as evidence of planned and /or continued

outreach efforts to encourage and use small businesses. The Narrative should provide detailed supporting documentation regarding the individual commitment expressed in percentages for evaluators to determine the goals stated are realistic.

Check the applicable size and categories for the PRIME Offeror for this procurement - Check all applicable boxes:

{___} Large Prime

- or -

{___} Small Business Prime; also categorized as a:

{___} Small Disadvantaged Business (SDB)

{___} Woman-Owned Small Business (WOSB)

{___} Historically Underutilized Zone (HUB Zone) Small Business

{___} Veteran Owned Small Business (VOSB)

{___} Service Disabled Veteran Owned Small Business (SDVOSB)

b. Submit the total percentages of work to be performed by both large and small businesses (include the percentage of work to be performed both by Prime, joint venture, teaming arrangement, and subcontractors). Percentages are based on Total Contract Value. **For this project, the minimum small business participation goal should be 20% of the Total Contract Value performed by the Small Business Community.**

Total Percentage planned for Large Business(es): = _____%

Total Percentage planned for Small Business(es): = _____%

(Small Business Prime Contractors - Include yourselves in the above percentage.)

For example: If you are a Small Business Prime Contractor and will be doing 40% of the work and you will be subcontracting another 20% of the Total Contract Value to other small business firms, then your Total Percentage planned for Small Business will equal 60%.

Indicate the total percentage of participation to be performed by each type of subcategory small business. The percentage of work performed by Small Businesses that qualify in multiple small business categories may be counted in each category:

For example: Firm A (WOSB and SDVOSB) performing 2%; and Firm B (SDB, HubZ and WOSB) performing 3%. Results equate to: SB 5%; SDB 3%; HubZone 3%; WOSB 5%; SDVOSB 2%; VOSB 2%;). SDVOSBs are also VOSBs automatically; however, VOSBs are not automatically SDVOSBs.

Small Business _____%

Small Disadvantaged Business _____%

HUB Zone Small Business _____%

Woman Owned Small Business _____%

Service-Disabled Veteran-Owned SB _____%

Veteran-Owned Small Business _____%

c. Identify the Prime Offeror and type of service/supply that the Prime Offeror will provide. Then list each of the intended subcontractors and principal supplies/services to be provided by that subcontractor. Provide the Commercial and Government Entity (CAGE) code for the Prime and each intended subcontractor. Also, provide the anticipated NAICS codes(s) that the Prime Offeror believes best describes the product or services being acquired by its subcontracts with each intended subcontractor. Small business Primes and small business subcontractors that qualify as small businesses in multiple small business categories should be listed in each applicable small business category.

	Firm Name	CAGE Code	NAICS code	Type of Service
Prime Offeror				
Large Business				
Small Business				
SDB				
WOSB				

HUBZone				
VOSB				
SDVOSB				

Note: Pursuant to Sections 8(d) of the Small Business Act, a business is considered small for Government procurements if it does not exceed the size standard for the NAICS code that the prime contractor believes best describes the product or services being acquired. In other words, the size of the prime's suppliers is determined by the applicable NAICS code of their joint venture, teaming partner, or subcontract, which may or may not be the same NAICS code as the one for your prime contract with the Government.

d. Describe the extent of commitment to use small businesses (e.g., what types of commitments, if any, are in place for this specific acquisition either - small business prime, written contract, verbal, enforceable, non-enforceable, joint venturing, mentor-protege, etc.) Provide documentation regarding commitments to small business for this effort. Copies of such agreements should be provided as part of your small business participation plan and will not count against the page limitation for this volume.

f. Include a summary with small business participation data for the projects submitted under Factor 1 Past Performance. At a minimum, include total small business participation as a percentage of the Total Contract Value, and the CPARS or PPQ rating received for small business participation (as applicable).

EVALUATION CRITERIA

The Small Business Participation Commitment Document shall be consistent with the resultant Subcontracting Plan (if submitting a proposal as an Other-Than-Small-Business) and will be evaluated as follows:

Strengths may be given for each the following criteria:

- Offerors that propose a Total Small Business Participation percentage of 20% or higher.

- A proposal that indicates a realistic and thorough approach and understanding of the small business objectives in respect to this project.

- Offerors that receive a CPAR rating for Small Business category of exceptional for the projects submitted under Factor 3 Past Performance may be rated more favorably.

- A SBPCD that provides clear detail of the services/supplies that small business firms are to perform.

- Copies of agreements regarding commitments with all small business firms who are identified in the SBPCD.

- Any other aspect of a proposal that the evaluators and/or the SSA believe enhances the merit of the proposal or increases the probability of successful performance of the contract.

Weaknesses may be given for each of the following criteria:

- A proposed Total Small Business Participation percentage less than the stated goal of 20%.

- Information submitted for items (a) through (f) above that is general or ambiguous language.

- Omission or incompleteness of any requested information that is not otherwise a deficiency.

- Any other aspect of a proposal that the Government identifies as a flaw that increases the risk of unsuccessful contract performance.

Deficiencies shall be given for each of the following criteria:

- Omission of any item (a) through (f) above.

- Any other material failure of a proposal to meet the Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

17. VOLUME II FACTOR 5 - PRICE

Submission Requirements *(There is no page limitation for Factor 5 Price)*

This volume shall contain all information necessary to support the proposed prices. Certified cost or pricing data are not required currently; however, the Government reserves the right to request such data prior to award, in accordance with FAR 15.403.

The proposed price must be submitted using the Proposal/Price Schedule provided in Section 00 10 00 of this solicitation. Offerors shall not modify the wording or format of the Price Schedule. Failure to comply with this requirement may result in the proposal being deemed non-compliant and removed from further consideration.

As this is a Firm-Fixed-Price (FFP) contract, the price proposal shall reflect a total fixed price. Proposals that contain contingencies, price escalation clauses, or any qualifications that condition pricing will be considered non-responsive and unacceptable.

The Offeror shall ensure that the prices submitted in this volume are consistent with the amounts listed on the SF 1442, the Price Schedule, and all continuation sheets.

Supplemental Price Breakdown

Price breakdown in Microsoft Excel format.

Evidence of Bonding Capacity:

Offerors shall submit evidence of bonding capacity in the amount of their total proposed price. This shall include the name, address, telephone number, and email address of the Offeror's surety or bonding agent. A formal bid bond is not required currently.

EVALUATION - PRICE ANALYSIS

This acquisition will result in a Firm-Fixed-Price (FFP) contract. The Government will evaluate proposed prices for reasonableness in accordance with FAR 15.404-1(b). The evaluation will include all base and option Contract Line-Item Numbers (CLINs), all of which must be proposed on a firm-fixed-price basis.

The Government will employ price analysis techniques to determine whether proposed prices are fair and reasonable and to ensure that pricing is balanced across CLINs.

In evaluating price reasonableness, the Government will rely on data other than certified cost or pricing data, unless such data are specifically requested. The Government may apply one or more of the following price analysis techniques, as outlined in FAR 15.404 and applicable supplements:

Comparison of proposed prices received in response to the solicitation

Comparison with an independent Government estimate

Comparison with historical prices for the same or similar items

Parametric estimating methods or cost models

Evaluation of pricing information provided by the Offeror

Unbalanced Pricing

Offerors are cautioned against submitting materially unbalanced proposals. The Government will evaluate whether prices are unbalanced with respect to separately priced line items. Unbalanced pricing exists when the price of one or more line items is significantly overstated or understated, as determined through cost or price analysis techniques.

Even if the Total Evaluated Price (TEP) is determined acceptable, an offer may be rejected if the Contracting Officer concludes that the unbalanced pricing poses an unacceptable risk to the Government.

To mitigate this risk, offerors are strongly encouraged to:

- Allocate direct costs (e.g., labor, materials, equipment, subcontractor costs) appropriately to relevant CLINs

- Distribute indirect costs (e.g., overhead, bond, profit) proportionately and consistently across CLINs

The Government reserves the right to withhold award if the total proposed price exceeds the established construction cost range.

If necessary, the Government may request a supplemental price breakdown (in Excel format) to assist in the analysis. Any such request will be made after initial proposal submission, with instructions and timelines provided at that time.

ATTACHMENT 1 - SECTION 00 21 00 AND 00 22 00

ATTACHMENT 2 - PAST PERFORMANCE QUESTIONAIRE (FORM PPQ)

*** END OF NARRATIVE ***

FAR Provisions Incorporated by Reference

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

Section 00 45 00 - Representations and Certifications

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.229-12	Tax on Certain Foreign Procurements.	2021-02		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	2022-09		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	2016-10		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	2022-05		
252.225-7057	Preaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	2022-08		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	2023-06		

FAR Provisions Incorporated by Full Text

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

Information Regarding Responsibility Matters (Feb 2026) (Deviation)

(a) Definitions. As used in this provision-

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

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

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

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

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

[ ] (1) The Offeror certifies that-

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

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

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

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

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

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

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

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

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

(d) Do not submit an offer unless-

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

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

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

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

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

(End of provision)

52.230-1	Cost Accounting Standards Notices and Certification. (Deviation)	2026-02

Cost Accounting Standards Notices and Certification (Feb 2026) (Deviation)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement-Cost Accounting Practices and Certification

(a) Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.205(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) [ ] Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be

obtained from the cognizant ACO or Federal official.)

Date of Disclosure Statement: ____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) [ ] Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: ____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) [ ] Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling $50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) [ ] Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of $50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[ ] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than $50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of $50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of $50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[ ] Yes [ ] No
(End of provision)

52.230-7	Proposal Disclosure-Cost Accounting Practice Changes.	2005-04

Proposal Disclosure-Cost Accounting Practice Changes (Apr 2005)

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

[ ] Yes [ ] No

If the offeror checked "Yes" above, the offeror shall-

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

DFARS Provisions Incorporated by Full Text

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

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

The Offeror is not required to complete the representation in this provision if the Offeror has

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

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

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

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

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

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

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

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

manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

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

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

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

(End of provision)

Section 00 50 00 - Contracting Forms and Supplements

SECTION 00 50 00

LIST OF ATTACHMENTS

1. Sections 00 21 00 and 00 22 00
2. Schriever SFB Access Information
3. Base Authorization List
4. SCOO00104_Specifications
5. SCHO00104_Drawings
6. SCHO00104_Site Preliminary Design Document (SPDD)
7. SCHO00104_Final Design Analysis
8. PPQ

All attachments are hereby incorporated by full text and are a made part of solicitation W9128F26RA072.

*** END OF NARRATIVE ***

Section 00 70 00 - Conditions of the Contract

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.219-9	Small Business Subcontracting Plan. (Deviation) (Alternate II)	2026-02	Alternate II	2026-02
52.222-3	Convict Labor. (Deviation)	2026-02		
52.222-7	Withholding of Funds. (Deviation)	2026-02		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation)	2026-02		
52.240-91	Security Prohibitions and Exclusions. (Deviation)	2026-02		
52.240-93	Basic Safeguarding of Covered Contractor Information Systems. (Deviation)	2026-02		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.226-7003	Drug-Free Work Force.	2024-08		

FAR Clauses Incorporated by Full Text

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

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

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within The Contracting Officer may exercise the option by written notice to the Contractor within the POP of the contract, IAW with timelines established in successful proposal. 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)

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

Alternate I (Feb 2026) (Deviation). As prescribed in 19.101(a)(2)(iii)(B), substitute the following paragraph (g)(1) for paragraph (g)(1) of the basic clause:

(g)(1) The Contractor represents its small business size status for each one of the NAICS codes assigned to this contract.

NAICS Code	Small business concern (yes/no)
____	____
____	____
____	____

[Contracting Officer to insert NAICS codes.]

Section 00 72 00 - General Conditions

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.202-1	Definitions.	2020-06		
52.203-3	Gratuities.	1984-04		
52.203-5	Covenant Against Contingent Fees.	2014-05		
52.203-6	Restrictions on Subcontractor Sales to the Government.	2020-06		
52.203-7	Anti-Kickback Procedures.	2020-06		
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	2014-05		
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	2014-05		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	2020-06		
52.203-13	Contractor Code of Business Ethics and Conduct.	2021-11		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-10	Reporting Executive Compensation and First-Tier	2026-02		

	Subcontract Awards. (Deviation)	
52.204-13	System for Award Management-Maintenance. (Deviation)	2026-02
52.204-19	Incorporation by Reference of Representations and Certifications.	2014-12
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation)	2026-02
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation)	2026-02
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation)	2026-02
52.210-1	Market Research. (Deviation)	2026-02
52.211-15	Defense Priority and Allocation Requirements.	2008-04
52.215-2	Audit and Records-Negotiation. (Deviation)	2026-02
52.215-8	Order of Precedence-Uniform Contract Format. (Deviation)	2026-02
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications. (Deviation)	2026-02

52.217-2	Cancellation Under Multi-year Contracts.	1997-10
52.219-8	Utilization of Small Business Concerns. (Deviation)	2026-02
52.219-9	Small Business Subcontracting Plan. (Deviation)	2026-02
52.219-16	Liquidated Damages-Subcontracting Plan. (Deviation)	2026-02
52.222-4	Contract Work Hours and Safety Standards-Overtime Compensation. (Deviation)	2026-02
52.222-6	Construction Wage Rate Requirements. (Deviation)	2026-02
52.222-8	Payrolls and Basic Records. (Deviation)	2026-02
52.222-9	Apprentices and Trainees. (Deviation)	2026-02
52.222-10	Compliance with Copeland Act Requirements. (Deviation)	2026-02
52.222-11	Subcontracts (Labor Standards). (Deviation)	2026-02
52.222-12	Contract Termination-Debarment.	2014-05
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations.	2014-05
52.222-14	Disputes Concerning Labor Standards. (Deviation)	2026-02

52.222-15	Certification of Eligibility.	2014-05
52.222-30	Construction Wage Rate Requirements-Price Adjustment (None or Separately Specified Method).	2018-08
52.222-35	Equal Opportunity for Veterans. (Deviation)	2026-02
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation)	2026-02
52.222-37	Employment Reports on Veterans. (Deviation)	2026-02
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation)	2026-02
52.222-50	Combating Trafficking in Persons. (Deviation)	2026-02
52.222-54	Employment Eligibility Verification. (Deviation)	2026-02
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026. (Deviation)	2026-02
52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation)	2026-02
52.223-5	Pollution Prevention and Right-to-Know Information.	2024-05
52.223-23	Sustainable Products. (Deviation)	2026-02
52.224-3	Privacy Training.	2017-01

52.226-7	Drug-Free Workplace.	2024-05
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05
52.228-2	Additional Bond Security.	1997-10
52.228-5	Insurance-Work on a Government Installation.	1997-01
52.228-11	Individual Surety-Pledge of Assets.	2021-02
52.228-12	Prospective Subcontractor Requests for Bonds.	2022-12
52.228-14	Irrevocable Letter of Credit.	2014-11
52.228-15	Performance and Payment Bonds-Construction.	2020-06
52.229-3	Federal, State, and Local Taxes.	2013-02
52.230-2	Cost Accounting Standards. (Deviation)	2026-02
52.230-6	Administration of Cost Accounting Standards. (Deviation)	2026-02
52.232-8	Discounts for Prompt Payment.	2002-02
52.232-17	Interest.	2014-05
52.232-23	Assignment of Claims.	2014-05
52.232-27	Prompt Payment for Construction Contracts.	2017-01

52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10		
52.232-39	Unenforceability of Unauthorized Obligations.	2013-06		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03		
52.233-1	Disputes. (Deviation)	2026-02		
52.233-1	Disputes. (Deviation) (Alternate I)	2026-02	Alternate I	2026-02
52.233-3	Protest after Award. (Deviation)	2026-02		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation)	2026-02		
52.236-2	Differing Site Conditions. (Deviation)	2026-02		
52.236-3	Site Investigation and Conditions Affecting the Work. (Deviation)	2026-02		
52.236-5	Material and Workmanship. (Deviation)	2026-02		
52.236-6	Superintendence by the Contractor. (Deviation)	2026-02		
52.236-7	Permits and Responsibilities. (Deviation)	2026-02		
52.236-8	Other Contracts. (Deviation)	2026-02		
52.236-10	Operations and Storage Areas. (Deviation)	2026-02		

52.236-11	Use and Possession Prior to Completion. (Deviation)	2026-02		
52.236-12	Cleaning Up. (Deviation)	2026-02		
52.236-13	Accident Prevention. (Deviation)	2026-02		
52.236-15	Schedules for Construction Contracts. (Deviation)	2026-02		
52.236-17	Layout of Work. (Deviation)	2026-02		
52.236-21	Specifications and Drawings for Construction. (Deviation)	2026-02		
52.242-5	Payments to Small Business Subcontractors.	2017-01		
52.242-13	Bankruptcy.	1995-07		
52.242-14	Suspension of Work.	1984-04		
52.243-4	Changes. (Deviation)	2026-02		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation)	2026-02		
52.246-12	Inspection of Construction.	1996-08		
52.249-2	Termination for Convenience of the Government (Fixed-Price).	2012-04		
52.249-2	Termination for Convenience of the Government (Fixed-Price). (Alternate I)	2012-04	Alternate I	1996-09
52.249-10	Default (Fixed-Price Construction).	1984-04		

52.253-1	Computer Generated Forms. (Deviation)	2026-02

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	1991-12		
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	2023-01		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.203-7003	Agency Office of the Inspector General.	2019-08		
252.203-7004	Display of Hotline Posters.	2023-01		
252.204-7000	Disclosure of Information.	2016-10		
252.204-7003	Control of Government Personnel Work Product.	1992-04		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	2024-05		

252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01
252.205-7000	Provision of Information to Cooperative Agreement Holders.	2024-10
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	2019-05
252.219-7003	Small Business Subcontracting Plan (DoD Contracts).	2019-12
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements.	2023-01
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	2014-09
252.223-7008	Prohibition of Hexavalent Chromium.	2023-01
252.225-7012	Preference for Certain Domestic Commodities.	2022-04
252.225-7048	Export-Controlled Items.	2013-06
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	2023-01

252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	2023-06
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	2023-01
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12
252.232-7010	Levies on Contract Payments.	2006-12
252.236-7000	Modification Proposals--Price Breakdown.	1991-12
252.242-7005	Contractor Business Systems.	2025-01
252.242-7006	Accounting System Administration.	2025-01
252.243-7001	Pricing of Contract Modifications.	1991-12
252.243-7002	Requests for Equitable Adjustment.	2022-12
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations.	2010-10
252.247-7023	Transportation of Supplies by Sea.	2024-10

FAR Clauses Incorporated by Full Text

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

Liquidated Damages-Construction (Sept 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of $1,490.00 for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns. (Deviation)	2026-02		

Notice of Price Evaluation preference for HUBZone Small Business Concerns (Feb 2026) (Deviation)

(a) Evaluation preference.

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

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

(ii) Otherwise successful offers from small business concerns.

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

offer for evaluation purposes.

[ ] Offeror chooses to waive the evaluation preference.

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

(End of provision)

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

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

(a) Definitions. As used in this clause-

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

Small business concern-

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

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

contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

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

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

(3) For long-term contracts-

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

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

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

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

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

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

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

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

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

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

(1) The Contractor represents that it [ ] is, [ ] is not a small business concern under 237130NAICS Code assigned to ____contract number.

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

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

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

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

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

(End of clause)

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

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

(a) Definitions. As used in this clause-

Caribbean Basin country construction material means a construction material that-

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

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

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

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

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

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

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

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

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

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

Cost of components means-

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

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

Critical component means a component that is mined, produced, or manufactured in the United

States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

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

Designated country means any of the following countries:

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

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

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

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

Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means-

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

combination of both-

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

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

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

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

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

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

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

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

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

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

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

Least developed country construction material means a construction material that-

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

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

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

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

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

WTO GPA country construction material means a construction material that-

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

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

(b) Construction materials.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C.1907, the domestic content test of

the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction material, excluding COTS fasteners. In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

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

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

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

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

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

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

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

(2) [Reserved]

(3) [Reserved]

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

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

(2) [Reserved]

(3) [Reserved]

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

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

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

(1)

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

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

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

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

[Include other applicable supporting information.]

(End of clause)

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

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

(a) Definitions. As used in this provision-

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

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if-

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

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

the trust.

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

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

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

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

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

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

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

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

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

(g) A taxpayer may, for a fee, seek advice from the IRS as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax

treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of provision)

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

Payments under Fixed-Price Construction Contracts (May 2014)

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

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

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

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

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

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

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

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

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the

Contractor at locations other than the site also may be taken into consideration if-

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

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

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

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

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

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

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

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

____ (Name)

____ (Title)

____ (Date)

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

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

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

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

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

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

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

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

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

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

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

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

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

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

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

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

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

(End of clause)

52.248-3 Value Engineering-Construction. 2025-10

Value Engineering-Construction (Oct 2025)

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

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

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

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

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

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

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

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

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

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

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

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

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

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

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

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

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

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

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

(e) Government action.

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

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

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

(f) Sharing-

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

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

(ii) 75 percent for cost-reimbursement contracts.

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

(i) Accept the VECP;

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

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

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

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

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

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

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

(End of clause)

52.252-2	Clauses Incorporated by Reference.	1998-02

Clauses Incorporated By Reference (Feb 1998)

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

https://www.acquisition.gov/ ____ ____[Insert one or more Internet addresses]

(End of clause)

52.252-4	Alterations in Contract.	1984-04

Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

____ ____ ____

(End of clause)

52.252-6	Authorized Deviations in Clauses.	2020-11

Authorized Deviations in Clauses (Nov 2020)

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

(b) The use in this solicitation or contract of any ____[insert regulation name] (48 CFR Deviation Listed in the Solicitation/Contract) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

DFARS Clauses Incorporated by Full Text

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

CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

(a) Definitions. As used in this clause-

"Controlled unclassified information" means information the Government creates or possesses, or information an entity creates or possesses for or on behalf of the Government, that a law,

regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls (32 CFR 2002.4(h)).

"Current" means-

(1) With regard to Conditional Cybersecurity Maturity Model Certification (CMMC) Status-

(i) Not older than 180 days for Conditional Level 2 (Self) assessments and Conditional Level 2 (certified third-party assessment organization (C3PAO)) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance by an affirming official (see 32 CFR 170.4); and

(ii) Not older than 180 days for Conditional Level 3 (Defense Industrial Base Cybersecurity Assessment Center (DIBCAC)) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance by an affirming official;

(2) With regard to Final CMMC Status-

(i) Not older than 1 year for Final Level 1 (Self), with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.15); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official;

(ii) Not older than 3 years for Final Level 2 (Self) assessments and Final Level 2 (C3PAO) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(iii) Not older than 3 years for Final Level 3 (DIBCAC) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(3) With regard to affirmation of continuous compliance (32 CFR 170.22), not older than 1 year with no changes in compliance with the requirements at 32 CFR part 170.

"Cybersecurity Maturity Model Certification (CMMC) status" means the result of meeting or exceeding the minimum required score for the corresponding assessment. The potential statuses are as follows:

(1) Final Level 1 (Self).

(2) Conditional Level 2 (Self).

(3) Final Level 2 (Self).

(4) Conditional Level 2 (C3PAO).

(5) Final Level 2 (C3PAO).

(6) Conditional Level 3 (DIBCAC).

(7) Final Level 3 (DIBCAC).

"Cybersecurity Maturity Model Certification unique identifier (CMMC UID)" means 10 alpha-numeric characters assigned to each CMMC assessment and reflected in the Supplier Performance Risk System (SPRS) for each contractor information system.

"Federal contract information (FCI)" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or

service to the Government. It does not include information provided by the Government to the public, such as on public websites, or simple transactional information, such as information necessary to process payments.

"Plan of action and milestones" means a document that identifies tasks to be accomplished. It details resources required to accomplish the elements of the plan, any milestones in meeting the tasks, and scheduled completion dates for the milestones, as defined in National Institute of Standards and Technology Special Publication 800-115 (32 CFR 170.21).

(b) Framework. The Cybersecurity Maturity Model Certification (CMMC) is a framework for assessing a contractor's compliance with applicable information security protections (see 32 CFR part 170).

(c) Duplication. The CMMC assessments will not duplicate efforts from any other comparable DoD assessment, except for rare circumstances when a reassessment may be necessary, for example, when there are indications of issues with cybersecurity and/or compliance with CMMC requirements.

(d) Requirements. The Contractor shall-

(1)(i) Have and maintain for the duration of the contract a current CMMC status at the following CMMC level, or higher: CMMC Level 2 (Self) Contracting Officer insert: CMMC Level 1 (Self); CMMC Level 2 (Self); CMMC Level 2 (C3PAO); or CMMC Level 3 (DIBCAC) for all information systems used in performance of the contract, task order, or delivery order that process, store, or transmit FCI or CUI; and

(ii) Consult 32 CFR 170.23 related to the flowdown of the CMMC requirements, and flow down the correct CMMC level to subcontracts and other contractual instruments;

(2) Only process, store, or transmit FCI or CUI on contractor information systems that have a CMMC status at the CMMC level required in paragraph (d)(1) of this clause, or higher;

(3) Complete on an annual basis, and maintain as current, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required in paragraph (d)(1) of this clause in the Supplier Performance Risk System (SPRS) (https://piee.eb.mil) for each CMMC UID applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract;

(4) Ensure all subcontractors and suppliers complete prior to subcontract award, and maintain on an annual basis, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required for the subcontract or other contractual instrument for each of the subcontractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the subcontract; and

(5) If the Contractor has a CMMC Status of Conditional, successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(e) Reporting. The Contractor shall-

(1) Submit to the Contracting Officer-

(i) The CMMC UID(s) issued by SPRS for contractor information systems that will process, store, or transmit FCI or CUI during performance of the contract; and

(ii) Any changes in the CMMC UIDs generated in SPRS throughout the life of the contract, task order, or delivery order, if applicable;

(2) Enter into SPRS the results of a current self-assessment for each CMMC UID, not covered by a C3PAO assessment or DIBCAC assessment, applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract; and

(3) Complete in SPRS on an annual basis and maintain as current an affirmation of continuous compliance by the affirming official (see 32 CFR 170.4) for each self-assessment, C3PAO assessment, or DIBCAC assessment required under the contract in SPRS.

(f) Subcontracts. The Contractor shall-

(1) Insert the substance of this clause, including this paragraph (f) and excluding paragraph (e)(1), in subcontracts and other contractual instruments, including those for the acquisition of commercial products or commercial services, excluding commercially available off-the-shelf items, if the subcontract or other contractual instrument will contain a requirement to process, store, or transmit FCI or CUI; and

(2) Prior to awarding a subcontract or other contractual instrument, ensure that the subcontractor has a current CMMC certificate or current CMMC status at the CMMC level that is appropriate for the information that is being flowed down to the subcontractor based on the

requirements at 32 CFR 170.23.

(End of clause)

252.236-7001	Contract Drawings and Specifications.	2000-08

CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall-

(1) Check all drawings furnished immediately upon receipt;

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

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

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

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

(c) In general--

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

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

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

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

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

Title	File	Drawing No.
____	____	____
____	____	____
____	____	____
____	____	____
____	____	____

(End of clause)

Section 00 73 00 - Supplementary Conditions

SECTION 00 73 00

SITE VISIT

Offerors are urged and expected to inspect the site where the work will be performed.

An organized site visit has been scheduled for-

28 May 2026 at 1:00pm

Participants will meet at -

Schriever Space Force Base

Welcome Center (Visitor Control Center)

1560 Enoch Road

Colorado Springs, CO 80930

Point of Contact:

Mr. Jacob (Jake) Brakeman

jacob.s.brakeman3@usace.army.mil

(719) 666-8021

COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

The Contractor shall be required to commence work under this contract within 10 calendar days after the date the Contractor receives Notice to Proceed (NTP), shall prosecute the work diligently, and complete the entire work ready for use not later than 420 calendar days after NTP. The time stated for completion shall include final cleanup of the premises.

Other Provisions Inserted by Reference

FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.

FAR 52.204-26 Covered Telecommunications Equipment or Services-Representation.

Other Clauses By Reference:

FAR 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities.

FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

52.222-90, (Addressing DEI Discrimination by Federal Contractors (DEVIATION APR 2026)

*** END OF NARRATIVE ***

Overall Contract Inspection/Acceptance Locations

Overall Contract Delivery Period

0001	**Delivery Schedule** From date of lead time event to completion of performance 420 Calendar Days Date of Notice to Proceed Receipt **Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W9128F CountryCode: USA W071 ENDIST OMAHA KO CONTRACTING OFFICE, 1616 CAPITOL AVENUE OMAHA, NE 68102-4901 UNITED STATES
0002	**Delivery Schedule**

	From date of lead time event to completion of performance 420 Calendar Days Date of Notice to Proceed Receipt **Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W9128F CountryCode: USA W071 ENDIST OMAHA KO CONTRACTING OFFICE, 1616 CAPITOL AVENUE OMAHA, NE 68102-4901 UNITED STATES
Option Line Item 0003	**Delivery Schedule** From date of lead time event to completion of performance 420 Calendar Days Date of Notice to Proceed Receipt **Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W91280 CountryCode: USA 0001 JA DET TM A7 LEGAL SPT CORPUS CHRISTI MEMORIAL USARC, 4722 MCARDLE ROAD CORPUS CHRISTI, TX 78411-3905 UNITED STATES
Option Line Item 0004	**Delivery Schedule** From date of lead time event to completion of performance 420 Calendar Days

	Date of Notice to Proceed Receipt **Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W9128F CountryCode: USA W071 ENDIST OMAHA KO CONTRACTING OFFICE, 1616 CAPITOL AVENUE OMAHA, NE 68102-4901 UNITED STATES
Option Line Item 0005	**Delivery Schedule** From date of lead time event to completion of performance 420 Calendar Days Date of Notice to Proceed Receipt **Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W9128F CountryCode: USA W071 ENDIST OMAHA KO CONTRACTING OFFICE, 1616 CAPITOL AVENUE OMAHA, NE 68102-4901 UNITED STATES
Option Line Item 0006	**Delivery Schedule** From date of lead time event to completion of performance 420 Calendar Days Date of Notice to Proceed Receipt **Quantity** 1 Job

	Address and POC Place of Performance DoDAAC: W9128F CountryCode: USA W071 ENDIST OMAHA KO CONTRACTING OFFICE, 1616 CAPITOL AVENUE OMAHA, NE 68102-4901 UNITED STATES
Option Line Item 0007	**Delivery Schedule** From date of lead time event to completion of performance 420 Calendar Days Date of Notice to Proceed Receipt **Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W9128F CountryCode: USA W071 ENDIST OMAHA KO CONTRACTING OFFICE, 1616 CAPITOL AVENUE OMAHA, NE 68102-4901 UNITED STATES

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.247-34	F.o.b. Destination.	1991-01		

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.

____

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(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.

____

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(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)	____

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(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.

____

(Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of clause)

Section 01 00 00 - General Requirements

"General Decision Number: CO20260002 01/02/2026

Superseded General Decision Number: CO20250002

State: Colorado

Construction Type: Heavy

Counties: Adams, Arapahoe, Boulder, Broomfield, Denver,

Douglas, El Paso, Jefferson, Larimer, Mesa, Pueblo and Weld

Counties in Colorado.

HEAVY CONSTRUCTION PROJECTS

Modification Number Publication Date

0 01/02/2026

ASBE0028-001 07/01/2025

Rates Fringes

Asbestos Workers/Insulator

(Includes application of

all insulating materials,

protective coverings,

coatings and finishings to

all types of mechanical

systems).....$ 36.98 16.82

BRCO0007-004 01/01/2024

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,

JEFFERSON AND WELD COUNTIES

Rates Fringes

BRICKLAYER.....$ 42.37 12.86

BRCO0007-006 05/01/2024

EL PASO AND PUEBLO COUNTIES

Rates Fringes

BRICKLAYER.....$ 32.93 14.29

ELEC0012-011 09/01/2025

PUEBLO COUNTY

Rates Fringes

ELECTRICIAN.....$ 35.40 16.06

ELEC0068-001 06/01/2025

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,

JEFFERSON, LARIMER, AND WELD COUNTIES

Rates Fringes

ELECTRICIAN.....$ 46.80 19.53

ELEC0111-001 09/01/2025

Rates Fringes

Line Construction:

Groundman.....$ 27.39 21.25%+$8.50

Line Equipment Operator.....$ 44.27 21.25%+$8.50

Lineman and Welder.....$ 61.46 24.25%+$8.50

ELEC0111-007 01/01/2025

MESA COUNTY in COLRADO.

Rates Fringes

ELECTRICIAN.....$ 31.75 13.25

ELEC0113-002 06/01/2025

EL PASO COUNTY

Rates Fringes

ELECTRICIAN.....$ 40.70 18.47

ENGI0009-001 05/01/2024

Rates Fringes

Power equipment operators:

Blade: Finish.....$ 34.58 15.20

Blade: Rough.....$ 34.05 15.20

Bulldozer.....$ 34.05 15.20

Cranes: 50 tons and under..$ 34.77 15.20

Cranes: 51 to 90 tons.....$ 35.07 15.20

Cranes: 91 to 140 tons.....$ 36.27 15.20

Cranes: 141 tons and over...$ 38.63 15.20

Forklift.....$ 34.58 15.20

Mechanic.....$ 35.58 15.20

Oiler.....$ 34.14 15.20

Scraper: Single bowl

under 40 cubic yards.....$ 35.20 15.20

Scraper: Single bowl,

including pups 40 cubic

yards and over and tandem

bowls.....$ 35.41 15.20

Trackhoe.....$ 35.20 15.20

IRON0024-003 11/01/2024

Rates Fringes

IRONWORKER, STRUCTURAL.....$ 39.21 22.84

Structural

LABO0086-001 05/01/2009

Rates Fringes

Laborers:

Pipelayer.....$ 18.68 6.78

PLUM0003-005 06/01/2024

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,

JEFFERSON, LARIMER AND WELD COUNTIES

Rates Fringes

PLUMBER.....$ 50.68 20.15

PLUM0058-002 07/01/2024

EL PASO COUNTY

Rates Fringes

Plumbers and Pipefitters.....$ 45.90 17.17

PLUM0058-008 07/01/2024

PUEBLO COUNTY

Rates Fringes

Plumbers and Pipefitters.....$ 45.90 17.17

PLUM0145-002 07/01/2025

MESA COUNTY

Rates Fringes

Plumbers and Pipefitters.....$ 41.32 16.01

PLUM0208-004 06/01/2024

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,

JEFFERSON, LARIMER AND WELD COUNTIES

Rates Fringes

PIPEFITTER.....$ 44.15 22.43

SHEE0009-002 07/01/2025

Rates Fringes

Sheet metal worker.....$ 43.05 22.65

TEAM0455-002 05/01/2025

Rates Fringes

Truck drivers:

Pickup.....$ 26.96 4.87

Tandem/Semi and Water.....$ 27.59 4.87

SUCO2001-006 12/20/2001

Rates Fringes

BOILERMAKER.....$ 17.60

Carpenters:

Form Building and Setting...$ 16.97 2.74

All Other Work.....$ 15.14 3.37

Cement Mason/Concrete Finisher...$ 17.31 2.85

IRONWORKER, REINFORCING.....$ 18.83 3.90

Laborers:

Common.....$ 11.22 2.92

Flagger.....$ 8.91 3.80

Landscape.....$ 12.56 3.21

Painters:

Brush, Roller & Spray.....$ 15.81 3.26

Power equipment operators:

Backhoe.....$ 16.36 2.48

Front End Loader.....$ 17.24 3.23

Skid Loader.....$ 15.37 4.41

WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.
Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage

determination. The classifications are listed in 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 USA 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 ***

Requirements

The Relay Ground Station South (RGS-S) site is located at Shriever Space Force Base outside of Colorado Springs, CO. The site is situated inside the restricted area. The purpose of the project is to provide the Space Force with the facilities and infrastructure (FI) needed to support RGS-S. The project will be executed using a Design-Build (DB) project delivery method, which will require the contractor to provide the Government with a complete design and construction of a complete and usable facility to include warranty based on the Request for Proposal (RFP). Facilities and infrastructure will be designed, procured, installed, and commissioned by the Contractor. The facilities and infrastructure will primarily consist of concrete pads, antenna pedestal foundations, radome ringwalls, site utilities, backup generators, fuel tanks, pathways and cabling, and shelters.

0001
Product Service Code : Y1BC
North American Industry Classification System (NAICS) : 237130