SOLICITATION, OFFER, AND AWARD

(Construction, Alteration, or Repair)

1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE	OF	PAGES
W912DQ25RA004	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL		1		53

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
		403873

7. ISSUED BY CODE W912DQ

W071 ENDIST KANSAS CITY
CONTRACTING DIV CORPS OF ENGINEERS, 601 E 12TH ST
KANSAS CITY, MO 64106-2896
UNITED STATES
DALE COLEMAN, EMAIL: DALE.E.COLEMAN@USACE.ARMY.MIL TELEPHONE: (816) 389-3500

8. ADDRESS OFFER TO

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)*
	DALE COLEMAN	(816) 389-3500

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: CONSTRUCT FLW AIT BARRACKS PHASE 2
PROJECT LOCATION: FORT LEONARD WOOD, MO

THIS IS A REQUEST FOR PROPOSAL (RFP) WHICH WILL RESULT IN THE AWARD OF A SINGLE FIRM-FIXED-PRICE (FFP) DESIGN BID-BUILD CONTRACT.

THE PROJECT IS FULL AND OPEN (UNRESTRICTED) FOR BOTH LARGE AND SMALL BUSINESSES.

THE NORTH AMERICAN INDUSTRY CLASSIFICATION (NAICS) CODE IS 236220 - COMMERCIAL AND INSTITUTIONAL BUILDING CONSTRUCTION.

THIS AWARD IS SUBJECT TO THE AVAILABILITY OF FUNDS.

A PROJECT LABOR AGREEMENT (PLA) WILL BE REQUIRED AT SUBMISSION OF PROPOSAL.

THE MAGNITUDE OF THIS PROJECT IS BETWEEN $100,000,000.00 AND $250,000,000.00.

THE SMALL BUSINESS SIZE STANDARD IS $45,000,000.00.

11. The contractor shall begin performance within 10 calendar days and complete it within 1095 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.)

☒ YES ☐ NO

12b. CALENDAR DAYS
10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by 11:00 AM *(hour)* local time 05 DEC 2025 (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 10 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

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OFFER *(Must be fully completed by offeror)*

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

CODE FACILITY CODE

15. TELEPHONE NUMBER *(Include area code)*

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

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

AMOUNTS ▶

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

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

AMENDMENT NUMBER										
DATE										

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

20b. SIGNATURE

20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

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

26. ADMINISTERED BY

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

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

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

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

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

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Section 00 00 00 - Procurement and Contracting Requirements

Construct FLW AIT Barracks Phase 2

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Section 00 01 15 - List of Drawing Sheets

Identifier	Attachment Name	Attachment Description	Reference Identifier	Date	Line Item	# Of Pages	Provided Under Separate Cover
0001	Attachment 1 - Submission Requirements - Basis of Award	Attachment 1 - Submission Requirements - Basis of Award		14 Aug 2025		26	No
0002	Attachment 2 - Supplemental Bid Schedule	Attachment 2 - Supplemental Bid Schedule		14 Aug 2025		1	No

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

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	CONSTRUCTION The contractor shall furnish all labor, equipment, materials, and perform all tasks necessary to construct the new AIT Barracks. This CLIN shall include all work for a complete and usable complex excluding those areas specified in other CLINs in accordance with the specifications. Pricing Arrangement: Firm Fixed Price	1	Job		
0002	SITEWORK The contractor shall furnish all labor, equipment, materials, and perform all tasks necessary to bring the site to a suitable condition for construction of the AIT Barracks in accordance with the specifications. Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 0003	CONSTRUCTION - COVERED TRAINING AREA (CTA) 1 & 2 The contractor shall furnish all labor, equipment, materials, and perform all tasks necessary to construct the CTA 1 and 2. This CLIN shall include all work for complete and usable CTA's. Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 0004	CONSTRUCTION - LAWN EQUIPMENT BUILDING (LEB) 1 The contractor shall furnish all labor, equipment, materials, and perform all tasks necessary to construct the LEB 1. This CLIN shall include all work for complete and usable LEB. Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 0005	CONSTRUCTION - LAWN EQUIPMENT BUILDING (LEB) 2 The contractor shall furnish all labor, equipment, materials, and perform all tasks necessary to construct the LEB 2. This CLIN shall include all work for complete and usable LEB. Pricing Arrangement: Firm Fixed Price	1	Job		
	CONCRETE PAVEMENT				

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Option Line Item 0006	The contractor shall furnish all labor, equipment, materials, and perform all tasks necessary to construct concrete pavement instead of asphalt pavement. The cost should be indicative of the additional amount required over what is in BASE CLIN 0001 for the asphalt pavement. Pricing Arrangement: Firm Fixed Price	1	Job		

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Section 00 20 00 - Instructions for Procurements

PROPOSALS TO BECOME PART OF THE CONTRACT

1. When an offeror submits its proposal in response to a Request For Proposals, and a staffing plan including the names and qualifications of key personnel who are proposed to work on the project is required to be submitted, those personnel who are offered will be the same personnel who will actually perform on the project. If, during performance of the contract, it becomes necessary for the contractor to substitute personnel for one of those whose qualifications were the basis for evaluation of the offer and award of the contract, the contractor shall submit to the Contracting Officer the same information that was required in the initial proposal regarding the proposed substitute employee. The Contracting Officer shall have the right to review the qualifications of the proposed substitute employee and to approve or disapprove his or her qualifications. If the proposed substitute employee's qualifications are disapproved by the Contracting Officer, the contractor will propose another employee who does possess equivalent qualifications.

2. When an offeror submits its proposal in response to a Request For Proposals, and the name of a specific subcontractor is a required submittal, then that subcontractor who is offered will be the same subcontractor who will actually perform the specified work on the project. If, during performance of the contract, it becomes necessary for the contractor to substitute a subcontractor for one of those whose qualifications were the basis for evaluation of the offer and award of the contract, the contractor shall submit to the Contracting Officer the same information that was required in the initial proposal regarding the proposed substitute subcontractor. The Contracting Officer shall have the right to review the qualifications of the proposed substitute subcontractor and to approve or disapprove its qualifications. If the proposed substitute subcontractor's qualifications are disapproved by the Contracting Officer, the contractor will propose another subcontractor who does possess equivalent qualifications.

3. When an offeror submits its proposal in response to a Request For Proposals, and a schedule for the performance of the work on the project is a required submittal, the terms of the proposed schedule will become the schedule that will be utilized for completion of the project, adjusted as necessary to reflect the actual issue date of the Notice to Proceed.

4. When an offeror submits its proposal in response to a Request For Proposals and that proposal contains any work, materials, methods or other type of betterment that provides an advantage to the Government that is above the minimum requirements contained in the RFP, the terms of the proposal will be the basis for evaluation and, if successful, will become the terms of the contract upon award. If a change in one of those terms is made to one that is less favorable to the Government than the one on which the award of the contract was based, a credit to the Government will be negotiated by the contractor. Only the Contracting Officer has the authority to negotiate a waiver of the terms of the contract.

(End)

Review specification 01 30 00, paragraph 1.29 Field Office Overhead (FOOH). Please select a choice and return with your proposal.

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Section 00 21 00 - Instructions

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.204-7	System for Award Management.	Nov 2024		
52.204-16	Commercial and Government Entity Code Reporting.	Aug 2020		
52.214-34	Submission of Offers in the English Language.	Apr 1991		
52.214-35	Submission of Offers in U.S. Currency.	Apr 1991		
52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work.	May 2014		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	Nov 2023		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Mar 2023		
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	Jan 2023		
252.215-7016	Notification to Offerors-Postaward Debriefings.	Dec 2022		

FAR Clauses Incorporated by Full Text

52.216-1 Type of Contract. (Apr 1984)

As prescribed in 16.105, complete and insert the following provision:

Type of Contract (Apr 1984)

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

(End of provision)

52.228-1 Bid Guarantee. (Sep 1996)

As prescribed in 28.101-2 , insert a provision or clause substantially as follows:

Bid Guarantee (Sept 1996)

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

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

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

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

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

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

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

(End of clause)

52.233-2 Service of Protest. (Sep 2006)

As prescribed in 33.106, insert the following provision:

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Service of Protest (Sept 2006)

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

U.S. Army Corps of Engineers, Kansas City District
647 Federal Building
ATTN: CECT-NWK-M/Michael France
601 East 12th Street
Kansas City, MO 64106-2896

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

(End of provision)

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

Alternate I (Feb 1995). If an organized site visit will be conducted, substitute a paragraph substantially the same as the following for paragraph (b) of the basic provision:

(b) An organized site visit has been scheduled for-

Date: **Wednesday, 3 September 2025 at 0900**

(c) Participants will meet at-

Fort Leonard Wood Resident Office

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

As prescribed in 52.107(a), insert the following provision:

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):

FAR: https://www.acquisition.gov/browse/index/far
DFARS: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html
AFARS: https://www.acquisition.gov

(End of provision)

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

As prescribed in 52.107(e), insert the following provision in solicitations that include any FAR or supplemental provision with an authorized deviation. Whenever any FAR or supplemental provision is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the provision when it is used without deviation, include regulation name for any supplemental provision, except that the contracting officer shall insert "(DEVIATION)" after the date of the provision.

Authorized Deviations in Provisions (Nov 2020)

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

(b) The use in this solicitation of any **Defense Federal Acquisition Regulation Supplement** (48 CFR Chapter **2**) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

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(End of provision)

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Section 00 21 16 - Instructions to Proposers

Instruction to Proposers

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Section 00 22 00 - Supplementary Instructions

FAR Clauses Incorporated by Full Text

52.217-5 Evaluation of Options. (Jul 1990)

As prescribed in 17.208(c), insert a provision substantially the same as the following:

Evaluation of Options (July 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

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Section 00 45 00 - Representations and Certifications

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	Nov 2021		
52.209-7	Information Regarding Responsibility Matters.	Oct 2018		
52.209-13	Violation of Arms Control Treaties or Agreements-Certification.	Nov 2021		
52.229-12	Tax on Certain Foreign Procurements.	Feb 2021		
52.236-28	Preparation of Proposals-Construction.	Oct 1997		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Sep 2022		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Oct 2016		
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	May 2021		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022		
252.225-7057	Preaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	Aug 2022		
252.232-7016	Notice of Progress Payments or Performance-Based Payments.	Apr 2020		

DFARS Clauses Incorporated by Full Text

252.204-7007	**Alternate A, Annual Representations and Certifications.**	**(Oct 2024)**	**Alternate A**	**(Oct 2024)**

ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2024)

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

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

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

[ ] (i) Paragraph (e) applies.

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

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

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

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

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

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

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of $150,000 or more.

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

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

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

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

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

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

[ ] Use with Alternate I.

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

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

[ ] Use with Alternate I.

[ ] Use with Alternate II.

[ ] Use with Alternate III.

[ ] Use with Alternate IV.

[ ] Use with Alternate V.

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

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

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

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

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

(End of provision)

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Section 00 70 00 - Conditions of the Contract

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.222-3	Convict Labor.	Jun 2003		
52.222-7	Withholding of Funds.	May 2014		
52.222-9	Apprentices and Trainees. (DEVIATION 2025-O0003)	Jul 2005	Deviation 2025-O0003	Mar 2025

DFARS Clauses Incorporated by Reference

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

FAR Clauses Incorporated by Full Text

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

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

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 550 days after notice to proceed. 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)

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

52.228-15 Performance and Payment Bonds-Construction.

As prescribed in 28.102-3(a), insert a clause substantially as follows:

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

(a) Definitions. As used in this clause-

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

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

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

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

(3) Additional bond protection.

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

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

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

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any event, before starting work.

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

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

(End of clause)

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

As prescribed in 36.501(b), insert the following clause:

Performance of Work by the Contractor (Apr 1984)

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

(End of clause)

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Section 00 72 00 - General Conditions

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.202-1	Definitions.	Jun 2020		
52.203-3	Gratuities.	Apr 1984		
52.203-5	Covenant Against Contingent Fees.	May 2014		
52.203-6	Restrictions on Subcontractor Sales to the Government.	Jun 2020		
52.203-7	Anti-Kickback Procedures.	Jun 2020		
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	May 2014		
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	May 2014		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Jun 2020		
52.203-13	Contractor Code of Business Ethics and Conduct.	Nov 2021		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards.	Jun 2020		
52.204-13	System for Award Management Maintenance.	Oct 2018		
52.204-18	Commercial and Government Entity Code Maintenance.	Aug 2020		
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014		
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities.	Dec 2023		
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	Nov 2021		
52.204-27	Prohibition on a ByteDance Covered Application.	Jun 2023		
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	Nov 2021		
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters.	Oct 2018		
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations.	Nov 2015		
52.210-1	Market Research.	Nov 2021		
52.211-13	Time Extensions.	Sep 2000		
52.211-18	Variation in Estimated Quantity.	Apr 1984		
52.215-2	Audit and Records-Negotiation.	Jun 2020		
52.215-19	Notification of Ownership Changes.	Oct 1997		
52.219-8	Utilization of Small Business Concerns.	Feb 2024		
52.219-9	Small Business Subcontracting Plan.	Sep 2023		
52.219-16	Liquidated Damages-Subcontracting Plan.	Sep 2021		
52.219-33	Nonmanufacturer Rule.	Sep 2021		
52.222-1	Notice to the Government of Labor Disputes.	Feb 1997		
52.222-4	Contract Work Hours and Safety Standards -Overtime Compensation.	May 2018		
52.222-6	Construction Wage Rate Requirements.	Aug 2018		
52.222-8	Payrolls and Basic Records.	Jul 2021		
52.222-10	Compliance with Copeland Act Requirements.	Feb 1988		
52.222-11	Subcontracts (Labor Standards).	May 2014		
52.222-12	Contract Termination-Debarment.	May 2014		
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations.	May 2014		
52.222-14	Disputes Concerning Labor Standards.	Feb 1988		
52.222-15	Certification of Eligibility.	May 2014		
52.222-32	Construction Wage Rate Requirements-Price Adjustment (Actual Method).	Aug 2018		
52.222-35	Equal Opportunity for Veterans.	Jun 2020		
52.222-36	Equal Opportunity for Workers with Disabilities.	Jun 2020		
52.222-37	Employment Reports on Veterans.	Jun 2020		
52.222-50	Combating Trafficking in Persons.	Nov 2021		
52.222-54	Employment Eligibility Verification.	May 2022		
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026.	Jan 2022		
52.222-62	Paid Sick Leave Under Executive Order 13706.	Jan 2022		
52.223-21	Foams.	May 2024		
52.225-13	Restrictions on Certain Foreign Purchases.	Feb 2021		
52.226-7	Drug-Free Workplace.	May 2024		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.228-2	Additional Bond Security.	Oct 1997		
52.229-3	Federal, State, and Local Taxes.	Feb 2013		
52.229-11	Tax on Certain Foreign Procurements-Notice and Representation.	Jun 2020		
52.232-17	Interest.	May 2014		
52.232-18	Availability of Funds.	Apr 1984		
52.232-23	Assignment of Claims.	May 2014		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018		
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		

DRAFT

52.233-1	Disputes.	May 2014
52.233-3	Protest after Award.	Aug 1996
52.233-4	Applicable Law for Breach of Contract Claim.	Oct 2004
52.236-2	Differing Site Conditions.	Apr 1984
52.236-3	Site Investigation and Conditions Affecting the Work.	Apr 1984
52.236-5	Material and Workmanship.	Apr 1984
52.236-6	Superintendence by the Contractor.	Apr 1984
52.236-7	Permits and Responsibilities.	Nov 1991
52.236-8	Other Contracts.	Apr 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements.	Apr 1984
52.236-10	Operations and Storage Areas.	Apr 1984
52.236-11	Use and Possession Prior to Completion.	Apr 1984
52.236-12	Cleaning Up.	Apr 1984
52.236-13	Accident Prevention.	Nov 1991
52.236-15	Schedules for Construction Contracts.	Apr 1984
52.236-21	Specifications and Drawings for Construction.	Feb 1997
52.242-5	Payments to Small Business Subcontractors.	Jan 2017
52.242-13	Bankruptcy.	Jul 1995
52.242-14	Suspension of Work.	Apr 1984
52.243-4	Changes.	Jun 2007
52.244-6	Subcontracts for Commercial Products and Commercial Services.	Nov 2024
52.246-12	Inspection of Construction.	Aug 1996
52.249-2	Termination for Convenience of the Government (Fixed-Price).	Apr 2012
52.249-10	Default (Fixed-Price Construction).	Apr 1984

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	Dec 1991		
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	Jan 2023		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.203-7003	Agency Office of the Inspector General.	Aug 2019		
252.203-7004	Display of Hotline Posters.	Jan 2023		
252.204-7003	Control of Government Personnel Work Product.	Apr 1992		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	May 2024		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	Nov 2023		
252.205-7000	Provision of Information to Cooperative Agreement Holders.	Oct 2024		
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	May 2019		
252.219-7003	Small Business Subcontracting Plan (DoD Contracts).	Dec 2019		
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements.	Jan 2023		
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	Sep 2014		
252.223-7008	Prohibition of Hexavalent Chromium.	Jan 2023		
252.225-7048	Export-Controlled Items.	Jun 2013		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023		
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	Jan 2023		
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	Jan 2023		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.236-7000	Modification Proposals--Price Breakdown.	Dec 1991		
252.243-7001	Pricing of Contract Modifications.	Dec 1991		
252.243-7002	Requests for Equitable Adjustment.	Dec 2022		
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	Nov 2023		

FAR Clauses Incorporated by Full Text

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

As prescribed in 11.404(b), insert the following clause in solicitations and contracts when a fixed-price construction contract is contemplated. The clause may be changed to accommodate the issuance of orders under indefinite-delivery contracts for construction.

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

DRAFT

The Contractor shall be required to (a) commence work under this contract within **10 calendar days** after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **1095 days after Notice to Proceed.** The time stated for completion shall include final cleanup of the premises.

* The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

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

As prescribed in 11.503(b), insert the following clause in solicitations and contracts:

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 **$4,320.00** 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. (Oct 2022)

As prescribed in 19.1309(b), insert the following clause:

Notice of Price Evaluation preference for HUBZone Small Business Concerns (Oct 2022)

(a) Evaluation preference.

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

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

(ii) Otherwise successful offers from small business concerns.

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

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

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

[ ] Offeror elects to waive the evaluation preference.

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

(End of clause)

52.219-28 Post-Award Small Business Program Rerepresentation. (Feb 2024)

As prescribed in 19.309(c)(1), insert the following clause:

Post-Award Small Business Program Rerepresentation (Feb 2024)

(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.

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Small business concern-

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

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

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

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

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

(3) For long-term contracts-

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

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

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

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

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

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

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

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

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

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

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

(1) The Contractor represents that it is, is not a small business concern under 236220 NAICS Code assigned to TBD at time of award contract number.

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

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

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

DRAFT

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

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

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

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

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

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

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

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

(End of clause)

52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (Dec 2010)

As prescribed in 22.1605 , insert the following clause:

Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be-

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at http://www.dol.gov/olms/regs/compliance/EO13496.htm; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4.

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Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds $10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

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

As prescribed in 25.1102(c), insert the following clause:

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

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

Caribbean Basin country construction material means a construction material that-

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

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

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

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

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

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

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

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

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

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

Cost of components means-

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

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

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

DRAFT

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

Designated country means any of the following countries:

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

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

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

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

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

Domestic construction material means-

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

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

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

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029.

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

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

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

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

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

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

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

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

Least developed country construction material means a construction material that-

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

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

DRAFT

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

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

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

WTO GPA country construction material means a construction material that-

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

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

(b) Construction materials.

(1) This clause implements 41 U.S.C.chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C.1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction material, excluding COTS fasteners. (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

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

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

None

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

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

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

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

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

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

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

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

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

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

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

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

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

DRAFT

(1)

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison			
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item1			
Foreign construction material	___	___	___
Domestic construction material	___	___	___
Item1			
Foreign construction material	___	___	___

DRAFT

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)

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

As prescribed in 32.111(a)(5), insert the following clause:

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-

DRAFT

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

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

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

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

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

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

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

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

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

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

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

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

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

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

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

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

(End of clause)

52.232-16 Progress Payments. (Nov 2021)

Progress Payments (Nov 2021)

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

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the

DRAFT

sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under Federal Acquisition Regulation (FAR)31.205-10 as an incurred cost for progress payment purposes.

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

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

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

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

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

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

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

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

(ii) Costs incurred by subcontractors or suppliers.

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

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

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

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

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

DRAFT

(d) Title.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Each Contractor request for progress payment shall:

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

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

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all

DRAFT

property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

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

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

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

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

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

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

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

(1) The amounts included are limited to-

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

(ii) Any unpaid subcontractor requests for financing payments.

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

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

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

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

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

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

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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

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

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

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcon-

tract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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

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

DRAFT

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

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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

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

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

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

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the ____[Contracting Officer insert date as prescribed by agency head; if not prescribed, insert "30th"] day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

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

(End of clause)

52.232-27 Prompt Payment for Construction Contracts. (Jan 2017)

As prescribed in 32.908(b), insert the following clause:

Prompt Payment for Construction Contracts (Jan 2017)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments-

(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14 thday after the date of

DRAFT

the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30 thday after the designated billing office receives a proper invoice from the Contractor.

(2) The 30 thday after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30 thday after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further

DRAFT

contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR Part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7 thday after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR Part 1315.

(6) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR Part 1315 in addition to the interest penalty amount only if-

(A) The Government owes an interest penalty of $1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)

(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall-

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible-

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40 thday after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40 thday after payment was made.

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause-

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

DRAFT

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to-

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that-

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if-

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall-

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and-

(i) Make such payment within-

(A) Sevendays after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or

(B) Sevendays after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon-

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying-

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C.3903(c)(1)), from the 8 thday after receipt of the withheld amounts from the Government until-

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

DRAFT

(f) Third-party deficiency reports-

(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with 40 U.S.C. 3133, asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause-

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall-

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying-

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(End of clause)

52.236-4 Physical Data. (Apr 1984)

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As prescribed in 36.504 , insert the following clause in solicitations and contracts when a fixed-price construction contract is contemplated and physical data (*e.g.,* test borings, hydrographic, weather conditions data) will be furnished or made available to offerors. All information to be furnished or made available to offerors before award that pertains to the performance of the work should be identified in the clause. When paragraphs are not applicable they may be deleted.

Physical Data (Apr 1984)

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

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by **the Government.**

(b) Weather conditions: **Before submitting a proposal, each offeror should obtain the necessary data to identify hazards likely to arise from weather conditions. Complete weather records and reports may be obtained from the local National Weather Service Office.**

(c) Transportation facilities: **Before submitting a proposal, each offeror should obtain necessary data regarding access to highway and railroad facilities. The unavailability of transportation facilities shall not become a basis for claims for damages or extension of time for completion of work.**

(End of clause)

52.236-26 Preconstruction Conference. (Feb 1995)

As prescribed in 36.522 , insert the following clause:

Preconstruction Conference (Feb 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

52.246-21 Warranty of Construction. (Mar 1994)

As prescribed in 46.710(e)(1), the contracting officer may insert a clause substantially as follows in solicitations and contracts when a fixed-price construction contract (see 46.705 (c)) is contemplated, and the use of a warranty clause has been approved under agency procedures:

Warranty of Construction (Mar 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of-

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall-

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

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(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

52.248-3 Value Engineering-Construction. (Oct 2020)

As prescribed in 48.202 , insert the following clause:

Value Engineering-Construction (Oct 2020)

(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.

DRAFT

(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 $75,000 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.)

DRAFT

(End of clause)

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

As prescribed in 52.107(b), insert the following clause:

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):

FAR: https://www.acquisition.gov/browse/index/far
DFARS: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html
AFARS: https://www.acquisition.gov

(End of clause)

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

As prescribed in 52.107(f), insert the following clause in solicitations and contracts that include any FAR or supplemental clause with an authorized deviation. Whenever any FAR or supplemental clause is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the clause when it is used without deviation, include regulation name for any supplemental clause, except that the contracting officer shall insert "(DEVIATION)" after the date of the clause.

Authorized Deviations in Clauses (Nov 2020)

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

(b) The use in this solicitation or contract of any **Defense Federal Acquisition Regulation Supplement** (48 CFR Chapter **2**) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

DFARS Clauses Incorporated by Full Text

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

As prescribed in 236.570(a), use the following clause:

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.

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

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

See Specifications and Drawings

(End of clause)

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Section 00 73 00 - Supplementary Conditions

WAGE RATES

The inclusion of the Davis-Bacon Act General Wage Decision or the Service Contract Act Wage 13 Determination

in the solicitation is a statutory requirement. It is not a representation by the U.S. Army Corps of Engineers that any

specific work task can be performed by any specific trade. Which work tasks can be performed by what trades

depends on and is determined by the prevailing area practice for the local area where the contract is being

performed. It is the sole responsibility of the contractor to determine and comply with the prevailing area practice.

Inquiries regarding a prevailing area practice should be directed to the Corps of Engineers, Contractor Industrial

Relations Specialist (telephone number 816-389-2379 or to the U. S. Department of Labor Regional Wage and Hour

Division.

BUILDING CONSTRUCTION: All construction should be considered under the /Building wage

rate classification.

"General Decision Number: MO20250019 08/08/2025

Superseded General Decision Number: MO20240019

State: Missouri

Construction Type: Building

County: Pulaski County in Missouri.

BUILDING CONSTRUCTION PROJECTS (does not include single family

homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally

required to pay at least the applicable minimum wage rate

required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered

contracts entered into by the federal government that are

subject to the Davis-Bacon Act itself, but do not apply to

contracts subject only to the Davis-Bacon Related Acts,

including those set forth at 29 CFR 5.1(a)(1).

|If the contract is entered |. Executive Order 14026 |

|into on or after January 30, | generally applies to the |

|2022, or the contract is | contract. |

|renewed or extended (e.g., an |. The contractor must pay |

|option is exercised) on or | all covered workers at |

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|after January 30, 2022: | least $17.75 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. |

|_____|_____|

|If the contract was awarded on|. Executive Order 13658 |

|or between January 1, 2015 and| generally applies to the |

|January 29, 2022, and the | contract. |

|contract is not renewed or |. The contractor must pay all|

|extended on or after January | covered workers at least |

|30, 2022: | $13.30 per hour (or the |

| | applicable wage rate listed|

| | on this wage determination,|

| | if it is higher) for all |

| | hours spent performing on |

| | that contract in 2025. |

|_____|_____|

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 01/03/2025

1 01/31/2025

2 04/04/2025

3 04/11/2025

4 05/16/2025

5 06/13/2025

DRAFT

6 08/01/2025

7 08/08/2025

ASBE0063-002 11/01/2024

Rates Fringes

ASBESTOS WORKER/HEAT & FROST

INSULATOR.....$ 31.97 14.00

BRMO0011-009 04/01/2023

Rates Fringes

TILE SETTER.....$ 32.79 21.31

CARP0012-002 05/01/2024

Rates Fringes

CARPENTER (Including Drywall

Hanging & Form Work).....$ 44.19 21.85

CARP1310-003 05/01/2024

Rates Fringes

CARPENTER (Floor Layer)

(Resilient & Vinyl Flooring

Only).....$ 40.08 21.85

ELEC0453-003 09/01/2024

Rates Fringes

ELECTRICIAN.....$ 39.70 19.84

ENGI0513-001 05/01/2025

Rates Fringes

POWER EQUIPMENT OPERATOR:

Backhoe/Excavator/ Trackhoe.$ 39.06 30.38

Bulldozer.....$ 39.06 30.38

Grader/Blade.....$ 39.06 30.38

Loader.....$ 39.06 30.38

Paver.....$ 39.06 30.38

Roller.....$ 35.76 30.38

DRAFT

IRON0396-017 08/07/2024

Rates Fringes

IRONWORKER, STRUCTURAL.....$ 41.67 31.25

LABO0840-003 03/01/2025

Rates Fringes

LABORER

Brick Mason Tender.....$ 32.23 15.30

Common or General &

Landscape.....$ 30.33 15.30

PAIN1185-005 04/01/2025

Rates Fringes

PAINTER: Drywall

Finishing/Taping.....$ 33.90 17.21

PAIN1185-013 04/01/2025

Rates Fringes

PAINTER

Brush & Roller Only.....$ 33.90 17.21

PLAS0527-006 04/01/2023

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...$ 36.63 9.85

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* PLUM0562-011 07/01/2025

Rates Fringes

PIPEFITTER, Includes HVAC

Pipe Installation

On any work over $7.0

million Total of all

Project Mechanical

Contracts St. Louis Area

Wages and Fringes.....$ 52.60 29.93

On any work under 7.0

million Total of all

DRAFT

Project Mechanical

Contracts Outstate Area

Wages and Fringes.....$ 50.66 23.34

PLUMBER, Excludes HVAC Pipe

Installation

On any work over $7.0

million Total of all

Project Mechanical

Contracts St. Louis Area

Wages and Fringes.....$ 52.60 29.93

On any work under 7.0

million Total of all

Project Mechanical

Contracts Outstate Area

Wages and Fringes.....$ 50.66 23.34

ROOF0020-012 09/19/2023

Rates Fringes

ROOFER.....$ 33.60 19.99

SFMO0669-003 01/01/2025

Rates Fringes

SPRINKLER FITTER (Fire

Sprinklers).....$ 42.93 27.52

SHEE0036-010 08/01/2022

Rates Fringes

SHEET METAL WORKER (HVAC Duct

& System Installation Only).....$ 47.43 24.65

SUMO2010-018 03/08/2010

Rates Fringes

BRICKLAYER.....$ 23.65 7.92

GLAZIER.....$ 29.87 1.47

IRONWORKER, REINFORCING.....$ 20.90 8.88

LABORER: Asbestos Abatement

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(Removal from Floors, Walls,

& Ceilings).....$ 24.90 0.00

PAINTER: Spray.....$ 18.79 8.12

SHEET METAL WORKER, Excludes

HVAC Duct and Unit

Installation.....$ 23.65 4.50

TRUCK DRIVER: Dump Truck.....$ 25.57 0.00

WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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

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

DRAFT

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.

DRAFT

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

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

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

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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

DRAFT

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"

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: See specifications for inspection and acceptance details. DoDAAC: 966483 CountryCode: USA ARMY CORPS OF ENGINEERS CIVIL WORKS FT LEONARD WOOD RESIDENT OFFICE, PO BOX 200 FORT LEONARD WOOD, MO 65473-0200 UNITED STATES
0002	Inspection and Acceptance Location Both Destination Instructions: See specifications for inspection and acceptance details. DoDAAC: 966483 CountryCode: USA ARMY CORPS OF ENGINEERS CIVIL WORKS FT LEONARD WOOD RESIDENT OFFICE, PO BOX 200 FORT LEONARD WOOD, MO 65473-0200 UNITED STATES
Option Line Item 0003	Inspection and Acceptance Location Both Destination Instructions: See specifications for inspection and acceptance details.

DRAFT

	DoDAAC: 966483 CountryCode: USA ARMY CORPS OF ENGINEERS CIVIL WORKS FT LEONARD WOOD RESIDENT OFFICE, PO BOX 200 FORT LEONARD WOOD, MO 65473-0200 UNITED STATES
Option Line Item 0004	Inspection and Acceptance Location Both Destination Instructions: See specifications for inspection and acceptance details. DoDAAC: 966483 CountryCode: USA ARMY CORPS OF ENGINEERS CIVIL WORKS FT LEONARD WOOD RESIDENT OFFICE, PO BOX 200 FORT LEONARD WOOD, MO 65473-0200 UNITED STATES
Option Line Item 0005	Inspection and Acceptance Location Both Destination Instructions: See specifications for inspection and acceptance details. DoDAAC: 966483 CountryCode: USA ARMY CORPS OF ENGINEERS CIVIL WORKS FT LEONARD WOOD RESIDENT OFFICE, PO BOX 200 FORT LEONARD WOOD, MO 65473-0200 UNITED STATES
Option Line Item 0006	Inspection and Acceptance Location Both Destination Instructions: See specifications for inspection and acceptance details. DoDAAC: 966483 CountryCode: USA ARMY CORPS OF ENGINEERS CIVIL WORKS FT LEONARD WOOD RESIDENT OFFICE, PO BOX 200 FORT LEONARD WOOD, MO 65473-0200 UNITED STATES

Overall Contract Delivery Period

From date of lead time event to beginning of performance
10 Calendar Days
Date of Notice to Proceed Receipt

From date of lead time event to completion of performance
1095 Calendar Days
Date of Notice to Proceed Receipt

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FAR Clauses Incorporated by Reference

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

Additional Regulation or Supplemental Clauses Incorporated by Full Text

5152.211-9000 VARIATIONS IN ESTIMATED QUANTITIES — SUB LINE ITEMS (Dec 2019)

Item Nos. _____ are subdivided into two or more estimated quantities and are to be separately priced. The Government will evaluate each of these items on the basis of total price of its subline items.

5152.211-9001 VARIATIONS IN ESTIMATED QUANTITIES — SUB LINE ITEMS (Dec 2019)

This variation in estimated quantities clause is applicable only to item Nos. ___.

(a) Variation from the estimated quantity in the actual work performed under any second or subsequent subline item or elimination of all work under such a second or subsequent subline item will not be the basis for an adjustment in contract unit price.

(b) Where the actual quantity of work performed for item Nos. ____ is less than 85% of the quantity of the first subline item listed under such item, the contractor will be paid at the contract unit price for that subline item for the actual quantity of work performed and, in addition, an equitable adjustment shall be made in accordance with the clause at Federal Acquisition Regulation (FAR) 52.211-18, Variation in Estimated Quantities.

(c) If the actual quantity of work performed under item Nos. ____ exceeds 115% or is less than 85% of the total estimated quantity of the subline item under that item and/or if the quantity of the work performed under the second subline item or any subsequent subline item under item Nos.____ exceeds 115% or is less than 85% of the estimated quantity of any such subline item, and if such variation causes an increase or a decrease in the time required for performance of this contract the contract completion time will be adjusted in accordance with the clause FAR 52.211-18,Variation in Estimated Quantities.

(End of clause)

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Section 01 00 00 - General Requirements

Requirements
FLW AIT Barracks Phase 2

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ATTACHMENT 1- Submission Requirements – Basis of Award

(Solicitation Section 00 21 16 – Instructions to Proposers)

A. PROPOSAL SUBMISSION

1. GENERAL PROPOSAL INFORMATION

This Request for Proposal (RFP) represents a competitive acquisition seeking proposals from Offerors interested in being selected for the award of firm-fixed-price construction contract.

An Offeror's proposal shall consist of all information and material submitted in writing for evaluation in response to this solicitation. The submission of false or misleading information shall be grounds for disqualification of the proposal. The technical proposal shall conform to the submission requirements stated in Section 3, below. Offerors are discouraged from providing information not required by the RFP.

Contractor Team Arrangements are considered an arrangement in which (1) two or more companies form a partnership or joint venture to act as a potential prime contractor; or (2) a potential prime contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program. In accordance with FAR Subpart 9.6, the Government will recognize the integrity and validity of contractor team arrangements, provided the arrangements are identified and company relationships are fully disclosed in the offer. The Offeror shall identify the major or critical aspects of the requirement committed to be performed by those identified in the Contractor Team Arrangement. The executed Contractor Team Arrangement must be included with the offering prime contractor's proposal and will be enforced upon any resulting contract award from this solicitation.

Any Offeror submitting an offer in the name of a joint venture, shall include a fully executed copy of the joint venture agreement with the offer. Joint venture agreements which require SBA approval may be submitted absent the requisite SBA Servicing Agency approving authorities' signature; however, the Offeror shall submit evidence from the Offeror's SBA Servicing Agency that the Offeror has notified and discussed the proposed joint venture for this project with the appropriate SBA personnel. The SBA approved joint venture shall be in place prior to any resulting contract award from this solicitation.

2. GENERAL PROPOSAL SUBMISSION INSTRUCTIONS (ELECTRONIC PROPOSALS)

Proposals will be received through the Procurement Integrated Enterprise Environment (PIEE) system's Solicitation Portal. In order to submit a proposal for this requirement on the PIEE Solicitation Portal, contractors will first need to register for the PIEE 'Proposal Manager' role.

DRAFT

How to Register:

a. Navigate to https://piee.eb.mil/
b. Select Register [top right]
c. Select Vendor
d. Create a User ID and Password and follow the prompts [next]
e. Create Security Questions [next]
f. Complete your User Profile Information [next]
g. Complete your Supervisor or Approving Official Information [next]
h. Complete Roles –
    Step 1. Select SOL-Solicitation,
    Step 2. Select Proposal Manager,
    Step 3. Click Add Roles,
    Step 4. Fill in your Location Code (CAGE Code) [next]
i. Provide a justification for your registration [next]
j. Follow the remaining prompts to submit your registration

To learn more about the PIEE Solicitation Portal and for training/instructions on submitting your quote, please visit the Web Base Training Page below:
https://pieetraining.eb.mil/wbt/xhtml/wbt/sol/solicitation/proposals.xhtml

Any portion of the proposal that is changed (as a result of negotiations or proposal revisions) should be annotated and dated. Each volume shall be clearly labeled with its Title and a copy number (e.g., copy 1 of 5).

3. PROPOSAL FORMAT AND SUBMITTAL REQUIREMENTS

In order to be evaluated and considered for award of a contract the offeror must submit a complete proposal that conforms to the submission requirements contained in this solicitation. Failure to submit a complete, conforming proposal may result in the entire offer being rejected. All proposals shall be organized, named, and submitted in electronic files per the instructions below:

a. Each paragraph should be single spaced and shall be separated by at least one blank line. A standard, 10-point minimum font size applies. Arial or New Times Roman fonts are required. Tables and illustrations may use a reduced font size no less than 8-point and may be produced in landscape mode.

b. Proposals shall be organized, labeled, and submitted in the volumes and tabs as indicated in the table below. Each volume has a table of contents with sequentially numbered pages.

DRAFT

PROPOSAL VOLUME	TITLE	PROPOSAL TAB	MAXIMUM PAGES
I	Pro Forma Requirements	Tab A, Pro Forma Requirements	No page limit
II	Performance Confidence	Tab B, Factor 1: Performance Confidence	3 pages per submitted project, maximum of 15 pages
III	Technical Proposal	Tab C, Factor 2: Management Approach	5 Pages
		Tab D, Factor 3: Technical Approach	5 pages (excluding schedule)
IV	Small Business Participation	Tab E, Factor 4: Small Business Participation Plan	No page limit
V	Price	Tab F, Factor 5: Price	No page limit

NOTE: Pages that exceed the required page limitations will not be evaluated. Additional pages over the maximum allowed will be removed or not read and will not be evaluated by the Government.

All text must be legible and easily read. The page size of the offeror's proposal shall not exceed 8-1/2 by 11 inches. Diagrams, charts and tables shall conform to the paper size. All text shall be typed single-spaced with a minimum size 10 font. Margins (1-inch) shall be clean and clear. If fold-out charts are unavoidable, and are to be utilized, all sheets shall be formatted to be printable on an 11 by 17-inch page. A page is defined as text or information on one side of the paper.

Each volume file should be in PDF format and be *Optical Character Recognition (OCR) compatible. OCR is a common method of digitizing printed texts so that they can be electronically searched, stored more compactly, displayed on-line, and used in machine processes such as machine translation, text-to-speech, key data extraction and text mining.

Please note – Self extracting exe files are <u>not</u> acceptable.

4. Pro Forma Requirements (Volume I, Tab A).

Cover letter - Solicitation number; Name, address, email, and telephone number of the offeror: 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; CAGE Codes

DRAFT

and Unique Entity ID (UEI) for the offeror and all teaming partners who participated in Factor 1 – Performance Confidence.

If applicable, Offers submitted in the name of a Joint Venture must be signed in accordance with the terms and conditions specified in the joint venture agreement as evidenced in the proposal, including letters of commitment from the joint venture firms. See paragraph 6 below.

If applicable, offerors submitting proposals using a teaming arrangement shall submit a fully executed copy of the teaming arrangement signed both by the subcontractor/teaming partner and the offeror and the narrative described paragraph 7 below.

a. SF 1442 (Solicitation, Offer and Award document): Signature and acknowledgement of all amendments to the RFP in accordance with the instructions on the Standard Form 30 (amendment form). And in block 18 of the SF1442

b. Completed Section 00 45 00 – Representations and Certifications, disclosures, and Printed Entity Records from System for Award Management (SAM).

c. Bid Guarantee. See FAR 52.228-1.

d. Proof of Bonding Capability: Offeror must provide a letter or other documentation from a surety appearing on the Dept. of Treasury Circular 570 (list of approved sureties) stating that the offeror is able to obtain performance and payment bonds in at least the amount of the offered price appearing on the bid schedule.

e. Project Labor Agreement documentation per FAR 52.222-33

f. If applicable, offerors submitting proposals using a teaming arrangement shall submit a fully executed copy of the contractor team arrangement signed both by the subcontractor/teaming partner and the offeror and the narrative.

g. If applicable, Offers submitted in the name of a Joint Venture must be signed in accordance with the terms and conditions specified in the joint venture agreement as evidenced in the proposal, including letters of commitment from the joint venture firms. See paragraph 1 above and paragraph 5 below. Include any team arrangement documentation for subcontractor or teaming partners as identified in paragraph 7 below.

Letters of commitment for subcontractor or teaming partners should be similar to the example below.

DRAFT

SAMPLE LETTER OF COMMITMENT to USE SUBCONTRACTOR/TEAMING PARTNER [COMPANY LETTERHEAD]

TO: Contracting Officer, Kansas City District, United States Army Corps of Engineers

SUBJECT: Letter of Commitment for Proposed Contract for [insert project name]

Dear Sir or Madam:
[Insert name of Offeror] and [insert name of subcontractor/teaming partner] hereby make the unequivocal commitment that, in the event that the company receives award of the Solicitation for [insert project name], [insert name of subcontractor/teaming partner] will perform the following work required by the Solicitation.

[Insert list of tasks to be performed by the subcontractor/teaming partner]

Sincerely, [Authorized Official]
[Legal Name of Offeror]
Date: _____

[Subcontractor/Teaming Partner]
[Legal Name of Firm]
Date: _____

DRAFT

5. INQUIRES/QUESTIONS

Technical inquiries and questions relating to this solicitation shall be submitted via Bidder Inquiry in ProjNet at (https://www.projnet.org). To submit and review inquiry items, prospective offerors will need to use the Bidder Inquiry Key presented below and follow the instructions listed below the key for access. A prospective offeror who submits a comment / question will receive an acknowledgement of their comment/question via email. Another email to the same address will notify the prospective offeror once the reply is available for viewing.

***Please Note: Offerors shall only submit one question per inquiry. All inquiries containing multiple questions shall be rejected.

The Solicitation Number is: **W912DQ25RA004**
The Bidder Inquiry Key is: **P9P92Z-WB37UC**
The Plans Room Key is: **3D4G3X-2B9F4R**

Instructions for first-time ProjNet Bid Inquiry Access:

a. From the ProjNet home page linked above, click on Quick Add on the upper right side of the screen.
b. Identify the Agency. Select agency **USACE**.
c. Key. Enter the Bidder Inquiry Key listed above.
d. Email. Enter the email address you would like to use for communication.
e. Click Continue. A page will then open saying that a user account was not found and will ask you to create one using the provided form.
f. Enter your First Name, Last Name, Company, City, State, Phone, Email, Secret Question, Secret Answer, and Time Zone. Make sure to remember your Secret Question and Answer as they will be used from this point on to access the ProjNet system.
g. Click Add User. Once this is completed you are now registered within ProjNet and are currently logged into the system.

Instructions for future ProjNet Bid Inquiry Access:

a. For future access to ProjNet, you will not be provided any type of password. You will utilize your Secret Question and Secret Answer to log in.
b. From the ProjNet home page linked above, click on **Quick Add** on the upper right side of the screen.
c. Identify the Agency. Select agency **USACE**.
d. Key. Enter the **Bidder Inquiry Key** listed above.
e. Email. Enter the email address you used to register previously in ProjNet.
f. Click Continue. A page will then open asking you to enter the answer to your Secret Question.
g. Enter your Secret Answer and click Login. Once this is completed you are now logged into the system.

DRAFT

The Bidder Inquiry System will be unavailable for new inquiries fifteen calendar days before proposal due date in order to ensure adequate time is allotted to form an appropriate response to inquiries and amend the solicitation if necessary.

Offerors are requested to review the specification in its entirety and review the Bidder Inquiry System for answers to questions prior to submission of a new inquiry.

The ProjNet call center operates weekdays from 8AM to 5PM U.S. Central Time Zone (Chicago) or by appointment for OCONUS. The telephone number for the Call Center is 1-800-428-HELP. Email to staff@rcesupport.com.

6. JOINT VENTURES

Joint Ventures shall submit the following additional documentation regarding their business entities Volume I, Tab A:

a. A certified copy of their Joint Venture agreement.
b. A detailed statement outlining the following in terms of percentages, where appropriate.

- **i.** The relationship of the joint venture parties in terms of business ownership, capital contribution, and profit distribution or loss sharing.
- **ii.** The management approach of the joint venture in terms of who will conduct, direct, supervise and control the project and have custody and control of the assets of the Joint Venture and perform the duties necessary to complete the work.
- **iii.** The structure of the joint venture and decision-making responsibilities of the Joint Venture parties in terms of who will control the manner and method of performance of the work.
- **iv.** The bonding responsibilities of the Joint Venture parties.
- **v.** Identification of the key personnel having authority to legally bind the Joint Venture to subcontracts and state who will provide or contract for the labor and materials for the Joint Venture.
- **vi.** Identification of party maintaining the Joint Venture bank accounts for the payment of all expenses and the deposits of all receipts, keep the books and records, and pay applicable taxes for the Joint Venture.
- **vii.** Identification of party furnishing the facilities, such as office supplies and telephone service.
- **viii.** Identification of party having overall control of the Joint Venture.

Other sections of the proposal shall identify, where appropriate, whether key personnel are employees of the individual Joint Venture parties and identify the party or hired as

DRAFT

employees of the Joint Venture.

If one of the Joint Venture parties possesses experience and/or past performance as a Federal Government contractor or as a Corps of Engineers contractor, that experience and/or past experience will be included as the experience and/or past experience of the Joint Venture.

7. SUBCONTRACTOR TEAMING PARTNERS

If an offeror wishes to receive credit for past performance of a subcontractor or teaming partner, the offeror must submit the Contractor Team Arrangement documentation, with level of commitment, described under General Proposal Information, signed both by the subcontractor/team partner and the offeror.

The Contractor Team Arrangement must be submitted even if the subcontractor / teaming partner is in some way affiliated with the offeror (for example, the subcontractor / teaming partner is a subsidiary of a joint venture partner, or a subsidiary of a firm to which the joint venture partner is also a subsidiary). I

In order for the government to consider a subcontractor or teaming partner's experience during evaluation, the subcontractor's project experience described in the proposal must match that subcontractor's roles and responsibilities described in the Contractor Team Arrangement. Any project experience not matching the portion of work to be performed by the subcontractor in the teaming agreement will not be evaluated. Joint Venture parties' experience and/or past performance will be evaluated as the experience and/or past performance of the Joint Venture.

Credit is allowed for subcontractor/teaming partners only. It is not allowed for individual key personnel members. Include the subcontractor/teaming partner signed, fully executed Contractor Team Arrangement in Volume I, Tab A.

Offeror may include projects completed by predecessor or affiliate companies, as long as the relationship of the predecessor or affiliate company is clearly documented in the proposal. Offerors must demonstrate that the resources of the parent or affiliated company will be relied upon for contract performance such that the parent or affiliate will have meaningful involvement in contract performance. Describe in detail the involvement that will be included in this contract.

B. BASIS FOR AWARD

The Government intends to award a firm-fixed price construction contract to a single responsible Offeror whose proposal conforms to the solicitation; proposes a price that is fair and reasonable; and provides the "Best Value" to the Government based on a tradeoff process. The best value determination will be based on a comparative assessment of proposals against all source selection criteria in the solicitation, considering recommendations and any minority opinions presented to the Source

DRAFT

Selection Authority (SSA). While the SSA may use reports and analyses prepared by others, the source selection decision shall represent the SSA's independent judgment.

The Government intends to conduct discussions per FAR 52.215-1 Alt I. In the event that discussions are not necessary, the Government reserves the right to award without discussions.

The Non-Price factors, when combined, are significantly more important than price, and the Government may make award to other than the lowest-price offeror, if doing so would result in the best value to the Government. The Government will not make an award at a significantly higher price to obtain only slightly superior technical advantages; however, the degree of importance of price as a factor could become greater depending upon the equality of the proposals submitted. Where the technical merits of competing proposals are determined to be substantially equal, price could become the controlling factor.

To be considered for award, a rating of no less than “Acceptable” must be achieved for the technical factors and the Small Business Participation factor. Additionally, any other than small business offeror must have an acceptable Small Business Subcontracting Plan to receive an award in accordance with FAR 19.702(a) which will be requested from the apparent awardee. Offerors will be cautioned that the award may not necessarily be made to the lowest cost offered.

Offerors are cautioned that “parroting” of the technical requirements with a statement of intent to perform does not reflect an understanding of the requirement or capability to perform. Offerors are responsible for including sufficient details to permit a complete and accurate evaluation of each proposal.

C. EVALUATION FACTORS AND RELATIVE WEIGHTING

The factors and relative weight given to the evaluation factors is described in the table below.

Table 1 – Relative Weight of Evaluation Factors

Factor	Description	Relative Importance
1	Performance Confidence	This factor is more important than Factor 2, Factor 3, Factor 4.
2	Management Approach	This factor is less important than Factor 1 and more important than Factor 3, Factor 4.
3	Technical Approach	This factor is less important than Factor 1 and Factor 2 but more important than Factor 4.
4	Small Business Participation	This factor is less important than Factor 1, Factor 2, and Factor 3.
5	Price	All non-priced factors when combined significantly outweigh price.

DRAFT

NOTE: Each factor is individually evaluated based on the information contained in the proposal's submitted response for that specific factor; that is, evaluations will not be made across the factors.

D. EVALUATION APPROACH

1. SOURCE SELECTION PROCESS

All offers received in response to this solicitation will be evaluated in accordance with formal source selection procedures outlined in FAR Part 15; DFARS Part 15; DFARS PGI 215.3; Department of Defense Source Selection Procedures, and AFARS Appendix AA, Army Source Selection Supplement. The principal objective of this process is to select a responsible Offeror whose proposal represents the Best Value to the Government. The process is designed to ensure the impartial, equitable, and comprehensive evaluation of all technically acceptable, responsible proposals received in response to this particular solicitation.

The Source Selection Evaluation Board (SSEB) will be established to conduct the evaluation of proposals received in response to this solicitation. The evaluation is based on the content of the proposals, revised proposals, and if necessary, and any additional information obtained by the Government from other sources, e.g. past performance information. The SSEB will not consider any documents incorporated by reference, except as expressly allowed by this solicitation. Each team member of the SSEB will independently consider all information provided for the assigned factor(s). Once these individual analyses are completed, the SSEB will assign a consensus rating for the assigned evaluation factor(s). The SSEB members will provide and document all significant strengths, strengths, weaknesses, significant weaknesses, and/or deficiencies to support the assigned rating for each assigned factor.

The results of the SSEB evaluations will be presented to the Source Selection Advisory Council (SSAC) who will review the SSEB's evaluations and documentation. The SSAC will provide their evaluation and recommendations to the Source Selection Authority (SSA). The ratings on individual factors, to include all supporting documentation, will be provided to the SSA.

The SSA will determine whether it is appropriate to engage in clarifications, communications, or discussions, and approve any competitive range determinations. The SSA, independently exercising prudent business judgment, will determine which offeror represents the best overall value to the Government and is selected for award.

2. TECHNICAL FACTOR RATINGS

The Source Selection Team (SST) will use a combined technical/risk rating system that includes consideration of risk in conjunction with the significant strengths, strengths, weaknesses, significant weaknesses, and deficiencies in determining technical ratings. Assessment of technical risk, which is manifested by the identification of weakness(es), considers potential for disruption of schedule, increased costs, degradation of

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performance, the need for increased Government oversight, and/or the likelihood of unsuccessful contract performance.

Combined technical/risk evaluations shall utilize the combined technical/risk ratings listed in Table 2 and the risk descriptions set forth in Table 3.

The Offeror shall be assigned one of the following ratings **for Factor 2.**

Table 2 – Combined Technical/Risk Ratings		
Color	**Rating**	**Definition**
Blue	Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths and/or at least one significant strength, and risk of unsuccessful performance is low.
Purple	Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength or significant strength, and risk of unsuccessful performance is low to moderate.
Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Yellow	Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Red	Unacceptable	Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies and is unawardable, and/or risk of unsuccessful performance is unacceptably high.

Table 3 – Technical Risk Rating Method	
Rating	**Definition**
Low	Proposal may contain weakness/weaknesses which have low potential to cause disruption of schedule, increased cost, or degradation of performance. Normal contractor emphasis and normal Government monitoring will likely be able to overcome any difficulties.
Moderate	Proposal contains a significant weakness or combination of weaknesses which may have a moderate potential to cause disruption of schedule, increased cost, or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome any difficulties.
High	Proposal contains a significant weakness or combination of weaknesses which is likely to have high potential to cause significant disruption of schedule, increased cost, or degradation of performance. Special contractor emphasis and close Government monitoring will unlikely be able to overcome any difficulties.
Unacceptable	Proposal contains a deficiency or a combination of significant weaknesses that causes an unacceptable level of risk of unsuccessful performance.

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3. DEFINITIONS

Rating: The adjective/color descriptor assigned by the evaluators to the non-Cost/Price Factors and corresponding Subfactors. It represents their conclusions as to the quality of the proposal, supported by narrative write-ups identifying the associated findings (strengths, weaknesses, deficiencies, risks, and uncertainties).

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.

Significant Strength is an aspect of an Offeror's proposal with appreciable merit or will exceed specified performance or capability requirements to the considerable advantage of the Government during contract performance.

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

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

Significant Weakness: A flaw in the proposal that appreciably increases the risk of unsuccessful contract performance.

4. DISCUSSIONS

In accordance with FAR 52.215-1 Alt I, discussions are planned to be held with each offeror in the competitive range. Should discussions take place, all offerors in the competitive range will be allowed to submit Final Proposal Revisions. If discussions are deemed to be not necessary, the government reserves the right to award a contract without conducting discussions.

5. DEBRIEFING OFFERORS

Offerors may request a debriefing in accordance with FAR 15.505 Pre-award Debriefing of Offerors, and FAR 15.506 Post-award Debriefing of Offerors, and DFARS 215.506 Post-award Debriefing of Offers.

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E. FACTOR EVALUATIONS

1. FACTOR 1: PERFORMANCE CONFIDENCE (Volume II, Tab B)

SUBMISSION REQUIREMENTS

a. Performance Evaluation / CPARS

For each of the projects submitted, provide a copy of the Contractor Performance Assessment Reporting System (CPARS) report. If CPARS does not exist, please provide a Past Performance Questionnaire (PPQ) (Appendix C) to a representative of the owner.

b. Project Experience

The information that is required to be supplied is identified on the form provided entitled "EXPERIENCE IN RELEVANT PROJECTS" (Appendix C). Offerors are not required to use the form itself as part of their proposal, but the information requested on the form must be in the Offeror's proposal and should be in the same format as the form. Offerors may expand the form as necessary to accommodate the required project information.

The Offeror shall submit a **minimum of three (3) projects and a maximum of five (5) projects** completed or substantially completed demonstrating the Offeror's recent and relevant experience. The Government may accept performance by the prime construction entity or its key subcontractor/teaming partner.

At least three (3) projects must demonstrate past performance of the Offeror as the Prime contractor and valued at a minimum of $90,000,000

A project is defined as a work performed at one site or at a single installation. An Indefinite Delivery Contract (IDC), such as a Multiple Award Task Order Contract (MATOC) or Single Award Task Order Contract (SATOC) Multiple Award Task Order Contracts (MATOCs) or any other type of task-order contracts that provide for the issuance of task orders for the performance of tasks will not be considered a project for the purposes of this evaluation. A project may contain multiple Task Orders if they are from the same site or installation, and they are for the same construction effort such as multiple phases of one project. The projects should describe the specific work, identify whether it was performed as the prime or subcontractor. Each project shall include the contract number, task order number, and owner's contact information. Project descriptions shall clearly state scope and extent of work performed by the team member, percent or portion of work completed, dates when work was performed, and date of contract completion. Project descriptions that do not clearly describe these items will not be considered.

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EVALUATION OF PERFORMANCE CONFIDENCE

There are three aspects to the performance confidence evaluation: **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. Recency, relevance and quality of performance will be combined to establish one past performance assessment rating for each Offeror.

It is the responsibility of the Offeror to identify, detail and demonstrate the recency, relevancy and quality of the submitted projects to the solicitation criteria elements. The evaluation committee WILL NOT make assumptions. If the portfolio of projects does not address the above minimum requirements, the proposal will still be evaluated; however, it may demonstrate a potential increased risk of unsuccessful contract performance. A summary chart that shows which relevant features have been met for each project will not be considered sufficient for demonstration of relevancy.

RECENCY

Recent means **completed within the past six (6) years** as of the date the solicitation was issued. Projects considered substantially complete within the same date range may also be considered.

If an offeror presents a project that is substantially complete, the proposal must include an explanation of why that project should be considered. "Substantially Complete" is defined as the stage at which the project is sufficiently complete in accordance with the contract documents so that the end user can occupy it and use it for its intended purpose.

With respect to recency, more recent project performance will typically be a stronger predictor of future success and have more influence on the performance confidence assessment than less recent project performance.

RELEVANCY

Relevant projects are projects of the same, or close to the same scope, size, magnitude, and complexity to the solicited project. The Projects submitted shall demonstrate (either individually or in combination thereof) all of the following project types:

a. Projects valued at time of award at $90,000,000 or greater (present day value utilizing a yearly 3.5% escalation factor) for each project.
b. Demonstrated experience involving new construction of multi-story (3 or more stories), multi-unit dwelling buildings (e.g. barracks, hotels, dormitories, or apartments).
c. Demonstrated experience working with DoD criteria and Unified Facilities Guide Specifications (UFGS).

DRAFT

d. Demonstrated compliance with USACE Contractor Construction Quality Management.
e. Demonstrated experience working in a constricted setting without disrupting nearby housing developments.

The more relevant a submitted project is to this requirement the more consideration given for this factor. More relevant project performance will typically be a stronger predictor of future success and have more influence on the performance confidence assessment than project performance of less relevancy.

Each submitted project will be assigned one of the levels of relevancy shown in Table 4.

Table 4 - Past Performance Relevancy Ratings	
Rating	**Definition**
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.

QUALITY OF PAST PERFORMANCE

For each of the projects submitted, provide a copy of the Contractor Performance Assessment Reporting System (CPARS) report. If CPARS does not exist, please provide a Past Performance Questionnaire (PPQ) (Appendix C, Enclosure 1) to a representative of the owner. The Past Performance Questionnaire included in the solicitation is provided for the offeror or its team members to submit to the client for each project the offeror includes in its proposal for Factor 1, Performance Confidence. Ensure correct phone numbers and email addresses are provided for the client point of contact. Completed Past Performance Questionnaires should be submitted with your proposal. If the offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ (Appendix C, Enclosure 1), which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Dale Coleman, via email at dale.e.coleman@usace.army.mil prior to proposal closing date. Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation. Offerors may use previously completed PPQs and do not need to have one completed specifically for this project but

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must include it in its entirety. In accordance with FAR 15.305(a)(2)(iii), the Government shall consider this information, as well as information obtained from any other sources, when evaluating the offeror's past performance.

In addition to the above, the Government will query the CPARS database and may review any other sources of information for evaluating past performance for any project. Other sources may include, but are not limited to, past performance information retrieved through the Federal Awardee Performance and Integrity Information System (FAPIIS) or other databases using all CAGE/DUNS/UEI numbers of team members (partnership, joint venture, teaming arrangement, or parent company/ subsidiary/ affiliate) identified in the Offeror's proposal; interviews with Program Managers, Contracting Officers, and Fee Determining Officials; and the Defense Contract Management Agency. The information obtained from these sources will be evaluated supplementary to the past performance questionnaires. In reference to the contracts pulled from these sources, the relevancy of the projects, completion dates, ratings and comments in the individual categories and overall ratings will be considered in making the overall confidence assessment.

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

PERFORMANCE CONFIDENCE ASSESSMENT

The SSEB will review the past performance information available, to include all recent and relevant CPARS and any other past performance information deemed recent and relevant, to determine the quality and usefulness as it applies to performance confidence assessment. If the Government cannot establish the Offeror's relevant past performance, it reserves the right to utilize the Past Performance Questionnaire to conduct telephone interviews on any source it deems relevant to the evaluation. Owners/references may be asked to comment on items such as quality of construction, timeliness, management of the work, subcontractor management, including timely payment to subs or suppliers, safety, level of support for such things as as-built documentation, O&M manuals, training, correcting construction errors, warranty work, etc. The Government's evaluation is not limited to past performance information on the submitted example projects.

Examples of other sources include, but are not limited to, past performance information retrieved through the Federal Awardee Performance and Integrity Information System (FAPIIS), Contractor Assessment Reporting System (CPARS) or other databases using all CAGE/DUNS/UEI numbers of team members (partnership, joint venture, teaming arrangement, or parent company/ subsidiary/ affiliate) identified in the Offeror's proposal; interviews with Program Managers, Contracting Officers, and Fee Determining Officials; and the Defense Contract Management Agency. The information obtained from these sources will be evaluated supplementary to the past performance questionnaires. In reference to the contracts pulled from these sources, the relevancy of the projects, completion dates, ratings and comments in the individual categories and overall ratings will be considered in making the overall confidence assessment.

DRAFT

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

In determining the performance confidence rating for Past Performance, the degree of recency and relevancy of all the considered efforts; the overall performance record of the offeror on each contract assessed; number and severity of problems, the demonstrated effectiveness of corrective actions taken (not just planned or promised); and trend data will be considered. Contracts with higher degrees of relevance will typically have a greater influence on the final performance confidence rating. Contracts with lower degrees of relevance will typically have less influence on the final performance confidence rating; however, any contracts with adverse past performance could reflect larger company-wide concerns and may impact upon the past performance confidence rating. Contracts which are comparatively more recent may be better predictors of likely future success than older contracts. The resulting relevant/recent assessment conclusions will then be combined, along with the assessed quality of performance on prior contracts, to arrive at a single performance confidence rating for the Performance Confidence Factor as illustrated in Table 5, below.

The confidence rating will be established based on the past performance of the firms or that of its predecessor, if applicable. Information submitted about any company other than the offeror, whether a predecessor company, affiliated company, major subcontractor, JV, or other associated business, WILL NOT be evaluated unless the proposal contains the Contractor Team Arrangement documentation described in Section II, Subsection A, Paragraph 7, SUBCONTRACTOR TEAMING PARTNERS, above, and a detailed narrative explaining why this submitted information is relevant for performance of this contract. The subcontractor's project experience described in the proposal must match that subcontractor's roles and responsibilities described in the teaming agreement or JV. Any project experience not matching the portion of work to be performed by the subcontractor in the teaming agreement will not be evaluated. The Government will consider all submitted information including the explanation in deciding the relevance and weight as it relates to this procurement. Information about major subcontractors may not be given as much weight as information about a prime contractor. An entity may not establish past performance based on the past performance of its key personnel apart from that of the entity. If the Government does not obtain past performance information and cannot establish a past performance record for the Offeror through other sources, a rating of Neutral confidence will be assigned.

At no time during this process, or during any debriefing, or after any award, will the names of the individuals providing reference information about an Offeror's past performance be revealed to the Offerors or to any other party. If discussions are held, Offerors may be afforded the opportunity to respond to adverse comments made by references in accordance with guidelines identified in FAR Part 15.3. In this case, relevant comments will be extracted and provided to the Offeror. CPARS that are part of

DRAFT

the official record will be utilized as if the Offeror has already had an opportunity to respond.

Table 5 - Performance Confidence Assessments	
Rating	**Definition**
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Neutral Confidence	No recent/relevant performance record is available, or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The Offeror may not be evaluated favorably or unfavorably on the facto 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.

NOTE: Although the Government may not rate an offeror that lacks recent, relevant past performance favorably or unfavorably regarding past performance, the Source Selection Authority may determine that a "Substantial Confidence" or "Satisfactory Confidence" past performance rating is worth more than a "Neutral Confidence" past performance rating in this best value tradeoff.

2. FACTOR 2 MANAGEMENT APPROACH (Volume III, Tab C)

SUBMISSION REQUIREMENTS

a. Management Approach

This submission narrative will address the Offeror's proposed management approach to successfully execute the contract safely and without schedule, quality, or cost issues. This includes the overall project administration and staffing; quality control and quality management; scheduling and schedule management; safety and safety management; commissioning; security compliance and security management for employees, vehicles, equipment, and material.

Identify all proposed key positions to include:

1. Position Description
2. Roles and Responsibilities
3. Employee of prime contractor, JV partner, subcontractor partner, or third party
4. Full-time or part-time position

DRAFT

5. Dual-hatted position and if so, the assigned dual roles and responsibilities
6. Required Qualifications for the position
7. All specialized training requirements for the position
8. Experience requirements for the position
9. Other qualifications

At a minimum include the contractually required key personnel: Project Manager, Project Superintendent, Site Safety and Health Officers, Quality Control Managers, Scheduler,. Refer to the following Specification Sections for contractually required personnel and their minimum requirements:

01 30 00 – Administrative Requirements for Superintendent requirements;
01 32 01.00 10 - Project Schedule;
01 35 26 – Government Safety Requirements;
01 45 00.00 - Quality Control;

Include a general description and percentage of the work the Offeror will self-perform to be compliant with the requirements of Federal Acquisition Regulation (FAR) clause 52.236-1, Performance of Work by Contractor. If the offeror is a JV, identify the percentage of self-performance and type of self-performance of each JV partner.

If offeror is proposing as a Joint Venture (JV), LLC, Partnership, Teaming Arrangement, or Parent company/subsidiary/affiliate, as identified in the offeror's proposal, the Offeror shall identify the roles and responsibilities for each party in the organizational structure. For Joint Ventures and Partnerships, identify the positions provided by each party in the Joint Venture/Partnership.

Note, this contract requires that the site safety and health officer and the quality control manager are full-time positions and the individuals in those positions can hold no other responsibilities on the project. There is not a specific minimum requirement for Project Manager.

b. Organizational Chart

Submit an organization chart that supports the proposed management approach to successfully execute the contract safely and without schedule, quality, or cost issues. Depict each proposed position and its hierarchical structure within the administration and staffing plan.

EVALUATION CRITERIA

The Government will evaluate the strengths, weaknesses, and any deficiencies in the proposed management approach and staffing plan for the project. The Government will evaluate the firm's management approach and processes for compliance with the requirements; the ability to minimize risks; the proposed staff, qualifications and training.

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Joint Venture (JV), LLC, Partnership, Teaming Arrangement, or Parent company/subsidiary/affiliate's contribution to the project should be commensurate with their skills, experience, and background.

The Government will evaluate the Offeror's understanding of and compliance with the self-performance of work requirements by the prime contractor.

A proposed management approach with a better understanding of the projects requirements and challenges that meets or exceeds the minimum requirements is more beneficial to the Government. It will have a greater potential to reduce disruption of schedule, quality, increased costs, the need for increased Government oversight, and is typically a stronger predicter of future success.

3. FACTOR 3 TECHNICAL APPROACH (Volume III, TAB D)

SUBMISSION REQUIREMENTS

a. Schedule (Graphic): Submit a summary level schedule for construction. This schedule will, after contract award, be replaced with a project schedule as required by Section 01 32 01.00 10 – Project Schedule. Provide an activity-oriented schedule indicating the number of calendar days, after notice to proceed, by which milestones are to be achieved. Offeror should use a critical path method, schedules shall be graphically represented and shall include, as a minimum, Activity ID, Activity Description, Original Duration, early start and early finish dates, and total float for each activity. The proposed schedule shall include an activity that shows the overall contract duration of 1095 calendar days. Give attention to the following items:

- **i.** Activities related to pre-construction and construction actives, site work and utilities in sufficient detail to demonstrate an understanding of the scope of work and to substantiate the reasonableness and realism of the proposed duration.
- **ii.** Submittal preparation and review/approval activities for long lead items to demonstrate an understanding of the submittal process and minimum review times for Government approved submittals. (See Section 01 33 00 Submittal Procedures.)
- **iii.** Turnover of the property. The time to complete all features of work and turnover to the Government must consider the requirement for the Contractor's CQC completion inspection and the subsequent joint Contractor-Government turnover inspection.
- **iv.** Closeout activities, to include the Red Zone meeting, record drawings, O&M manuals, to demonstrate your understanding of the closeout requirements for the contract. (See section 01 78 00 - Closeout Submittals).
- **v.** Anticipated overall critical path on the schedule, starting with award and ending at project closeout.
- **vi.** Activities and/or milestones for coordination with other Government agencies or contractors during construction, to demonstrate your understanding of the

DRAFT

coordination requirements for the contract. (See Section 01 00 00.00 44 - Construction Schedule).

- **vii.** All necessary permits, licenses, and certificates
- **viii.** Site specific contractor management requirements
- **ix.** Security management activities (recurring clearances for personnel, materials, equipment)
- **x.** Simultaneous and concurrent activities
- **xi.** Construction sequence (if phasing is required) If there are no long lead procurements
- **xii.** Commissioning Activities

For scheduling proposal purposes assume the contract award is **December 1, 2025** with NTP approximately 1 month later.

b. Schedule (Narrative): The offeror must discuss its scheduling capabilities and procedures to be used for this contract, which must include the preliminary schedule, initial schedule, periodic and monthly schedule updates, incorporating modifications into the schedule, and other steps to be taken to maintain the construction project schedule. Discussion shall include any anticipated schedule risks to include project specific safety, quality, security, and address any long lead items (material and equipment procurement).

EVALUATION CRITERIA

The Government will evaluate the strengths, weaknesses, and any deficiencies in the proposed technical approach for the project. The Government will evaluate the firm's technical approach for compliance with the requirements; the ability to minimize risks;

A proposed technical approach with a better understanding of the projects requirements and challenges that meets or exceeds the minimum requirements is more beneficial to the Government. It will have a greater potential to reduce disruption of schedule, quality, increased costs, the need for increased Government oversight, and is typically a stronger predicter of future success.

4. FACTOR 4 SMALL BUSINESS PARTICIPATION (VOLUME IV, TAB E)

SUBMISSION REQUIREMENTS

Submit a Small Business Participation Plan that included the following:

a. Please indicate the total percentage of participation (based on total subcontracted dollars planned for Small Business) 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:

DRAFT

Example: Victory Prop Mgt (WOSB and SDVOSB) performing 2%; and Williams Group (SDB, HubZ and WOSB) performing 3%. Results equate to: SDB 3%; HubZone 3%; WOSB 5%; SDVOSB 2%; VOSB 2%). SDVOSBs are also VOSBs automatically; however VOSBs are not automatically SDVOSBs.

Small Business Participation (as a percentage of total subcontracted dollars)		
Small Business Socioeconomic Categories	Percentage of total subcontracted dollars	Subcontracted Dollars to each Small Business Category
Small Disadvantaged Business (SDB)		
Women-Owned Small Business		
Historically Underutilized Business Zone (HUBZone) Small Business		
Veteran Owned Small Business (VOSB)		
Service-Disabled Veteran Owned Small Business (SDVOSB)		
Total Small Business Participation (This is not the sum of all socioeconomic categories. See note below)		

Small Business Socioeconomic Categories: Each of these items is a subcategory of "Small Business Concerns" and may not add to match the total in "Small Business Concern" due to the following: In some cases the same percentage may be reported in more than one block (i.e., a 5% subcontract to a small business owned by a woman that is certified by SBA as an SDB should be entered on three rows: 5% under "Small Business", 5%"Small Disadvantaged Business", and 5% "Women-Owned Small Business".). However, the percentages are counted in the "Total Small Business Participation" field, only once and not three times (5%, not 15%).

b. List principle subcontracting requirements to be performed by Small Businesses:

Example: If a Small Business qualifies also as a WOSB and a SDVOSB, you can add them to each category below in which they qualify.

Planned Small Business Participation by Type of Participation
Small Business Participation: Proposed Percentage Goal of Total Subcontracted Dollars is _____%

DRAFT

Proposed Construction Trade (NOT Contractor Name)	Material, Supplies, Services, Equipment	% of total sub-contracted dollars	Small Business	Small Disadvantaged Business (SDB)	Women-Owned Small Business	Historically Underutilized Business Zone (HUBZone) Small Business	Veteran Owned Small Business (VOSB)	Service-Disabled Veteran Owned Small Business (SDVOSB)
Example								
Division 3 Concrete		*2%*	*X*	*X*	*X*			
Division 8 Door and Windows	*Doors*	*1%*	*X*				*X*	
Add additional lines as needed								

Describe the extent of commitment to use small businesses (for example, what types of commitments, if any, are in place for this specific acquisition– small business prime, written contract, verbal, enforceable, non-enforceable, joint venturing, mentor-protégé, etc.) Include all written commitments in this section.

Additional Important Notes Regarding FACTOR 3 Small Business Participation Plan:

SUBCONTRACTING PLAN (IF APPLICABLE) is excluded from page limits.

The apparently successful offeror, if other than a U.S. Small Business, must also submit an acceptable *Small Business Subcontracting Plan* meeting the requirements of FAR 52.219-9 and DFARS 252.219-7003 (or DFARS 252.219-7004 if the offeror has a comprehensive subcontracting plan) to be eligible for award. This is separate from the *Small Business Participation Plan* submitted with the offeror's proposal.

With respect to negotiated acquisitions, solicitations for contracts over a certain dollar threshold (reference FAR 19.702) that have subcontracting possibilities shall require the apparently successful offeror to submit an acceptable subcontracting plan, and if such offeror fails to negotiate a plan acceptable to the contracting officer within the time limit set by the contracting officer, the offeror will be ineligible for award.

DRAFT

The acceptability of the apparent successful offeror's small business subcontracting plan is a matter of responsibility. The small business subcontracting plan of the apparently successful offeror will be requested by the contracting officer and reviewed after the source selection decision but prior to award.

Subcontracting plans shall reflect and be consistent with the commitments offered in the Small Business Participation Plan. The apparent successful offeror, after its selection for award, may be directed or allowed to revise its small business subcontracting plan at any point prior to award. These additional submittals and reviews are not discussions as defined in FAR Part 15.

EVALUATION CRITERIA

All other than small business offerors will be evaluated on the proposed utilization of U.S. small businesses in the performance of the contract (as small business prime offerors or small business subcontractors). The offeror's extent and degree of commitment to utilize small business in performance of the requirement will be evaluated. Extent of commitment to use such firms may include; verbal agreements, commitment letters, identification of the complexity and variety of the work small firms are to perform, mentor-protégé relationships, outreach programs, small business seminars, training certifications. A greater extent of effort and a more binding commitment is better.

The government will evaluate this factor as Acceptable or Unacceptable as defined in the table below.

Table 6 – Small Business Rating Method		
Color	**Rating**	**Definition**
Green	Acceptable	Proposal indicates an adequate approach and understanding of small business objectives.
Red	Unacceptable	Proposal does not meet small business objectives.

The apparent successful offeror, if other than a U.S. Small Business, must also submit an acceptable *Small Business Subcontracting Plan* meeting the requirements of FAR 52.219-9 and DFARS 252.219-7003 (or DFARS 252.219-7004 if the offeror has a comprehensive subcontracting plan) to be eligible for award. This is separate from the *Small Business Participation Plan* submitted with the offeror's proposal.

The acceptability of the apparent successful offeror's small business subcontracting plan is a matter of responsibility. The small business subcontracting plan of the apparently successful offeror will be requested by the contracting officer and reviewed after the source selection decision but prior to award.

DRAFT

Subcontracting plans shall reflect and be consistent with the commitments offered in the Small Business Participation Plan. The apparent successful offeror, after its selection for award, may be directed or allowed to revise its small business subcontracting plan at any point prior to award. These additional submittals and reviews are not discussions as defined in FAR Part 15.

Per 13 C.F.R. § 125.3(g)(3), small business offerors need not submit any information in connection with this factor and shall receive the maximum rating under this evaluation factor.

5. FACTOR 5 PRICE PROPOSAL AND EVALUATION (VOLUME V, TAB F)

The Government will fully evaluate and negotiate all priced Contract Line-Item Numbers (CLINs) for award. For award purposes, the total proposed price for all CLINs will be added together into a total sum (contract value). The evaluation of all option CLINs will not obligate the Government to exercise any option.

Adjectival ratings shall not be used for offerors' Cost/Price proposals. Price is evaluated for reasonableness, balance, and completeness in accordance the DoD Source Selection Procedures and FAR 15.404-1. Price is not rated but is a factor in establishing the competitive range prior to discussions (if held) and in making the best value decision for award of any resultant contract.

Price analysis will be conducted in accordance with FAR 15.404-1, the DoD Source Selection Procedures, and if required, the Truth in Negotiations Act (TINA). Cost realism analysis may also be used as necessary in accordance with FAR 15.305(a)(1) and the DoD Source Selection Procedures.

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APPENDIX C
Performance Assessment

SAMPLE TRANSMITTAL LETTER FPR PAST PERFORMANCE QUESTIONNAIRE
[COMPANY LETTERHEAD]

Sample of cover letter to be sent by the offeror to its references

Name and Address of Reference: Date:

Dear_____:

We have listed your firm as a reference for work we have performed for you as listed below. Our firm has submitted a proposal for a project advertised by the U.S. Army Corps of Engineers (USACE), Kansas City District. In accordance with Federal Acquisition Regulations (FAR), an evaluation of our firm's past performance will be completed by the USACE. Your candid response to the attached questionnaire will assist the evaluation team in this process.

Your firm has been listed as a reference for the work we performed for you on the following project: *(List the project here)*

We understand that you have a busy schedule and your participation in this evaluation is greatly appreciated. Please complete the enclosed questionnaire as thoroughly as possible.

Furthermore, a questionnaire has also been sent to ( ) of your organization. Only one response from each company is required. If at all possible, we suggest that you individually answer this questionnaire and then coordinate your responses with that of ( ), to forge a consensus on one overall response from your organization. It is preferred that you return your questionnaire to our office; however you may also send your completed questionnaire directly to USACE at email address **dale.e.coleman@usace.army.mil** and **michael.g.france@usace.army.mil.**

We request your questionnaire be provided by the proposal due date of *(insert proposal due date)*.

If you have questions regarding the attached questionnaire, or require assistance, please contact **Dale Coleman, USACE Contract Specialist, at (816) 389-2198**.

Sincerely,

(Offeror's signature)

Attachments:
1. Instructions to the Reference for completing the Past Performance Questionnaire
2. Past Performance Questionnaire

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NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)

CONTRACT INFORMATION (Contractor to complete Blocks 1-4)

1. Contractor Information

Firm Name: CAGE Code:
Address: UEI Number:

Phone Number:
Email Address:
Point of Contact: Contact Phone Number:

2. Work Performed as: ☐ Prime Contractor ☐ Subcontractor ☐ Joint Venture ☐ Other (Explain)

Percent of project work performed:
If subcontractor, who was the prime (Name/Phone #:):

3. Contract Information

Contract Number:
Delivery/Task Order Number (if applicable):
Contract Type: ☐ Firm-Fixed-Price ☐ Cost Reimbursement ☐ Other (Please Specify)
Contract Title:
Contract Location:

Award Date (mm/dd/yy):
Contract Completion Date (mm/dd/yy):
Actual Completion Date (mm/dd/yy):
Explain Differences:

Original Contract Price (Award Amount):
Final Contract Price (*to include all modifications, if applicable*):
Explain Differences:

4. Project Description

Complexity of Work: ☐ High ☐ Medium ☐ Routine
How is this project relevant to project of submission? *(Please provide details such as similar equipment, requirements, conditions, or other)*:

CLIENT INFORMATION (Client to complete Blocks 5-8)

5. Client Information

Name:
Title:
Phone Number:
Email Address:

6. Describe the client's role in the project:

7. Date Questionnaire was completed (mm/dd/yy)

8. Clients Signature

NOTE: CLIENTS ARE HIGHLY ENCORAGED TO SUBMOIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO USACE. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.

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ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE		
RATING	**DEFINITION**	**NOTE**
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the Contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the Contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the Contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the Contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that Contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the Contractor has not yet identified corrective actions. The Contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the Contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the Contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the Contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive nor negative.

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TO BE COMPLETED BY THE CLIENT						
Contractor Information (Firm name):						
Client Information (Name):						
PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE						
1. QUALITY:						
a) Quality of technical data/report preparation efforts	E	VG	S	M	U	N
b) Ability to meet quality standards specified for technical performance	E	VG	S	M	U	N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E	VG	S	M	U	N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E	VG	S	M	U	N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:						
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. *(If liquidated damages were assessed or the schedule was not met, please address below)*	E	VG	S	M	U	N
b) Rate the Contractor's use of available resources to accomplish tasks identified in the contract	E	VG	S	M	U	N
3. CUSTOMER SATISFACTION:						
a) To what extent were the end users satisfied with the project?	E	VG	S	M	U	N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E	VG	S	M	U	N
c) To what extent was the Contractor cooperative, businesslike, and concerned with the interests of the customer?	E	VG	S	M	U	N
d) Overall customer satisfaction	E	VG	S	M	U	N
4. MANAGEMENT/ PERSONNEL/LABOR						
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	E	VG	S	M	U	N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E	VG	S	M	U	N
c) Government Property Control	E	VG	S	M	U	N
d) Knowledge/expertise demonstrated by Contractor personnel	E	VG	S	M	U	N
e) Utilization of Small Business concerns	E	VG	S	M	U	N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E	VG	S	M	U	N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	E	VG	S	M	U	N

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h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E VG S M U N
5. COST/FINANCIAL MANAGEMENT	
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E VG S M U N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E VG S M U N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E VG S M U N
d) Is the Contractor's accounting system adequate for management and tracking of costs? *If no, please explain in Remarks section.*	YES NO
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? *Indicate if show cause or cure notices were issued, or any default action in comment section below.*	YES NO
f) Have there been any indications that the Contractor has had any financial problems? *If yes, please explain below.*	YES NO
6. SAFETY/SECURITY	
a) To what extent was the Contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies)	E VG S M U N
b) Contractor complied with all security requirements for the project and personnel security requirements	E VG S M U N
7. GENERAL	
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	E VG S M U N
b) Compliance with contractual terms/provisions *(explain if specific issues)*	E VG S M U N
c) Would you hire or work with this firm again? *(If no, please explain below)*	YES NO
d) In summary, provide an overall rating for the work performed by this Contractor.	E VG S M U N
Please provide responses to the questions above (*if applicable)* and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (*please attach additional pages if necessary):*	

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EXPERIENCE IN RELEVANT PROJECTS	
<<Picture>>	**Contractors Name:**
	Project Title:
	Project Location: *(City, State)*
	Contract Number:
	Type of Contract: *(Firm-Fixed-Price, Cost Plus Fixed Fee, etc,)*
	Total Dollar Amount at Award: *(Total amount of the proposing firm's contract or subcontract (if a key subcontractor))*
	Total Dollar Amount at Contract Completion: *Total amount of the proposing firm's contract completion or subcontract (if a key subcontractor))*
	Project Delivery Method: *(Design-Bid-Build; Design-Build, etc.)*:
Role of Proposing Firm: Prime contractor or key subcontractor. If a subcontractor, state who is the prime contractor. State if the example project represents a joint venture. If a joint venture, name the joint venture's parties. Indicate the type of work and percentage of work performed by the parties.	
Description of Project: Provide a narrative with details about the proposing firm's role and the relevancy to this project	
Explanation of the Project's Relevancy: Reference the Factor 1 Evaluation Criteria and the criteria that may be used to establish the acceptable relevancy of a project	
Construction Start and Completion Dates: Project construction must be identified as complete or substantially complete. If a proposing firm presents a project that is substantially complete, the proposal must include an explanation of why that project should be considered.	
Customer / End User's Primary Point of Contact: Name, relationship to project, agency/firm, phone number, and e-mail address. The Government may contact and interview project references. Reference information will not be revealed to other parties.	
Procuring Activity Point of Contact: Name, relationship to project, agency/firm, phone number, and e-mail address. The Government may contact and interview project references. Reference information will not be revealed to other parties.	
OFFERORS MAY INCREASE SPACING IN FORM AS NECESSARY *(please attach additional pages if necessary)*	

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ATTACHMENT 2 - SUPPLEMENTAL BID SCHEDULE

The contractor shall complete the following Supplemental Bid Schedule in addition to the Bid Schedule. This Supplemental Bid Schedule is not contractually binding. The Government will use this Supplemental Bid Schedule to assist in the evaluation of prices. The individual supplemental bid items should add up to the prices for the bid schedule. In the event that the CLIN subtotal in the supplemental bid schedule does not match the CLIN total in the bid schedule, the bid schedule shall control and will be the price evaluated by the Government.

CLIN 0001

PRIMARY FACILITY	**Est. Qty.**	**Unit**	**Unit Price**	**Subtotal**
Substructure	1	JOB	-	$
Superstructure	1	JOB	-	$
Exterior Closure	1	JOB	-	$
Roofing	1	JOB	-	$
Interior Construction/Finishes	1	JOB	-	$
Conveying Systems	1	JOB	-	$
Plumbing	1	JOB	-	$
HVAC	1	JOB	-	$
Fire Suppression	1	JOB	-	$
Electrical: Power/Lighting	1	JOB	-	$
Electrical Systems: Comm/Fire Alarm/Special	1	JOB	-	$
Commisioining	1	JOB	-	$
SUBTOTAL				$

CLIN 0002

SITEWORK	**Est. Qty.**	**Unit**	**Unit Price**	**Subtotal**
Clearing/Grubbing	1	JOB	-	$
Grading	1	JOB	-	$
Over Excavation		CY		$
Over Excavation Fill		CY		$
Detention Basins	1	JOB	-	$
Electrical/Comm. Lines	1	JOB	-	$
Gas	1	JOB	-	$
Sanitary sewer	1	JOB	-	$
Storm Sewer	1	JOB	-	$
Water	1	JOB	-	$
Paving, Walks, Curb/Gutter	1	JOB	-	$
Landscaping/Seeding	1	JOB	-	$
Other Site Improvements	1	JOB	-	$
Demolition	1	JOB	-	$
SUBTOTAL				$

CLIN 0003

CTA 1 & 2	1	JOB	-	$

CLIN 0004

LEB 1	1	JOB	-	$

CLIN 0005

LEB 2	1	JOB	-	$

CLIN 0006

Concrete Pavement	1	JOB	-	$

CONTRACT TOTAL $

Note: Any work not specifically noted shall be priced with the most closely related CLIN.

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