| SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)* | 1. SOLICITATION NUMBER | 2. TYPE OF SOLICITATION | 3. DATE ISSUED | PAGE OF PAGES |
|---|---|---|---|---|
| | W912DS26BA024 | [X] SEALED BID (IFB) INVITATION FOR BID<br>[ ] NEGOTIATED (RFP) REQUEST FOR PROPOSAL | 22 JUL 2026 | 1 OF 81 |

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

| 4. CONTRACT NUMBER | 5. REQUISITION/PURCHASE REQUEST NUMBER | 6. PROJECT NUMBER |
|---|---|---|
| | | A045648 |

7. ISSUED BY CODE W912DS

W2SD ENDIST NEW YORK
KO CONTRACTING DIVISION, 26 FEDERAL PLAZA ROOM 16 300
NEW YORK, NY 10278-0004
UNITED STATES
ORLANDO NIEVES, EMAIL: ORLANDO.NIEVES@USACE.ARMY.MIL TELEPHONE: (917) 790-8078

8. ADDRESS OFFER TO

| 9. FOR INFORMATION CALL: | a. NAME | b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)* |
|---|---|---|
| | ORLANDO NIEVES | (917) 790-8078 |

## 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: SEA BRIGHT TO MANASQUAN, NEW JERSEY FY 26 RENOURISHMENT
PROJECT LOCATION: MONMOUTH COUNTY, NJ.

1. 100% UNRESTRICTED FULL AND OPEN COMPETITION WITH HUBZONE PRICE EVALUATION PREFERENCE.
2. NAICS CODE 237990, SIZE STANDARD $37,000,000.00.
3. PROJECT MAGNITUDE RANGE: BETWEEN $50,000,000.00 AND $100,000,000.00
4. SUBMIT BIDS NO LATER THAN 2:00 PM EST ON 25 AUG 2026

TO:
U.S. ARMY CORPS OF ENGINEERS
NEW YORK DISTRICT, CONTRACTING DIVISION
26 FEDERAL PLAZA, ROOM 16-300
NEW YORK, NY 10278-0090

DUE TO HEIGHTENED SECURITY AT U.S. GOVERNMENT INSTALLATIONS, ALL BIDDERS ARE INSTRUCTED TO ALLOW AMPLE TIME TO GET THROUGH THE SECURITY CHECKPOINT IN ORDER TO HAVE THEIR BIDS DELIVERED BEFORE 2:00 PM EST ON THE DATE OF THE BID OPENING.

5. CONTRACT SPECIALIST IS ORLANDO NIEVES, ORLANDO.NIEVES@USACE.ARMY.MIL

6. A PROJECT LABOR AGREEMENT MUST BE SUBMITTED BY THE APPARENT SUCCESSFUL OFFEROR BEFORE CONTRACT AWARD! THIS PROJECT IS SUBJECT TO THE PROJECT LABOR AGREEMENT (PLA) REQUIREMENTS OF EXECUTIVE ORDER 14063. SEE FAR PROVISION 52.222-33, ALT 1, NOTICE OF REQUIREMENT FOR PROJECT LABOR AGREEMENT, AND CLAUSE 52.222-34, PROJECT LABOR AGREEMENT, FOR DEFINITIONS AND REQUIREMENTS PERTAINING TO THE USE OF A PLA FOR THIS CONTRACT

11. The contractor shall begin performance within 5 calendar days and complete it within 250 calendar days after receiving [ ] award, [X] notice to proceed. This performance period is [X] 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.)*
[X] 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 02:00 PM ***(hour)*** local time 25 AUG 2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee [X] is, [ ] is not required.

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

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

## OFFER *(Must be fully completed by offeror)*

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

CODE FACILITY CODE

15. TELEPHONE NUMBER *(Include area code)*

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

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

AMOUNTS ▶

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

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

| AMENDMENT NUMBER | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| DATE | | | | | | | | | | |

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

20b. SIGNATURE

20c. OFFER DATE

## AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

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

26. ADMINISTERED BY

27. PAYMENT WILL BE MADE BY

### *CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE*

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

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

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

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

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

## Section 00 00 00 - Procurement and Contracting Requirements

Instrument Name: Sea Bright to Manasquan, New Jersey FY 26 Renourishment

1. 100% UNRESTRICTED FULL AND OPEN COMPETITION WITH HUBZONE PRICE EVALUATION PREFERENCE. 2. NAICS CODE 237990, SIZE STANDARD $37,000,000.00. 3. PROJECT MAGNITUDE RANGE: Between $50,000,000.00 and $100,000,000.00 4. SUBMIT BIDS NO LATER THAN 2:00 PM EST ON 25 Aug 2026 TO: U.S. ARMY CORPS OF ENGINEERS NEW YORK DISTRICT, CONTRACTING DIVISION 26 FEDERAL PLAZA, ROOM 16-300 NEW YORK, NY 10278-0090 DUE TO HEIGHTENED SECURITY AT U.S. GOVERNMENT INSTALLATIONS, ALL BIDDERS ARE INSTRUCTED TO ALLOW AMPLE TIME TO GET THROUGH THE SECURITY CHECKPOINT IN ORDER TO HAVE THEIR BIDS DELIVERED BEFORE 2:00 PM EST ON THE DATE OF THE BID OPENING. 5. CONTRACT SPECIALIST IS ORLANDO NIEVES, ORLANDO.NIEVES@USACE.ARMY.MIL 6. A PROJECT LABOR AGREEMENT MUST BE SUBMITTED BY THE APPARENT SUCCESSFUL OFFEROR BEFORE CONTRACT AWARD! This project is subject to the Project Labor Agreement (PLA) requirements of Executive Order 14063. See FAR provision 52.222-33, Alt 1, Notice of Requirement for Project Labor Agreement, and clause 52.222-34, Project Labor Agreement, for definitions and requirements pertaining to the use of a PLA for this contract

Product Service Code : Y1KF

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

## Additional Information/Notes

| Item | Supplies/Service | Quantity | Unit | Unit Price | Amount |
|---|---|---|---|---|---|
| 0001 | Mobilization & Demobilization .<br><br>Product Service Code: Y1KF<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Job | | |
| 0002 | Hydraulic Beach Fill. Estimated Quantities.<br><br>Product Service Code: Y1KF<br><br>Pricing Arrangement: Firm Fixed Price | 595,000 | Cubic Yard | | |
| 0003 | Final Record Drawings. Line item 0003 is pre-priced at $100,000 and this price shown may not be changed.<br><br>Product Service Code: Y1KF<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Job | | |
| 0004 | Vibration Monitoring.<br><br>Product Service Code: Y1KF<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Job | | |
| Option | | 348,00 | Cubic | | |

| | | | | | |
|---|---|---|---|---|---|
| Line Item 0005 | Option 1 - Hydraulic Beach Fill Sea Bright North (STA5+50 to STA66+00). The government may exercise options within 90 days of NTP. Estimated Quantities.<br><br>Product Service Code: Y1KF<br><br>Pricing Arrangement: Firm Fixed Price | 0 | Yard | | |
| Option Line Item 0006 | Option 2 - Hydraulic Beach Fill Sea Bright South (STA101+50 to STA188+00). The government may exercise options within 90 days of NTP. Estimated Quantities.<br><br>Product Service Code: Y1KF<br><br>Pricing Arrangement: Firm Fixed Price | 288,000 | Cubic Yard | | |
| Option Line Item 0007 | Option 3 - Hydraulic Beach Fill Long Branch (STA320+00 to STA344+50+00). The government may exercise options within 90 days of NTP. Estimated Quantities.<br><br>Product Service Code: Y1KF<br><br>Pricing Arrangement: Firm Fixed Price | 155,000 | Cubic Yard | | |

## Section 00 20 00 - Instructions for Procurements

TOTAL BASE BID (CLINs 0001 THRU 0004).....$ _____

TOTAL OPTION BID (CLINs 0005 THRU 0007) .....$ _____

TOTAL BID (CLINs 0001 THRU 0007).....$ _____

**NOTES TO BIDDERS:**

NOTE 1. Materially unbalanced bids will be rejected. An unbalanced bid is one which is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

NOTE 2. The bidders are required to bid on all items or their bid will be rejected.

NOTE 3. The low bidder for the purpose of award will be the conforming responsible bidder offering the lowest amount for the Total Base Bid and Optional Bid items.

NOTE 4. Line item 0003 is pre-priced at $100,000 and this price shown may not be changed. See Section 01 78 00 for Final Record Drawing definition and requirement.

NOTE 5. The Bid Acceptance Period is as stated on Standard Form 1442.

NOTE 6. Tapering is included in the items and exact locations are on the plan sheets.

NOTE 7. The government may exercise options within 90 days of NTP. Option work for Item Numbers 0005-0007 (options 1, 2, 3), if exercised, will add additional days to contract duration. For Item Number 0005 Option 1 Sea Bright North, 43 days will be added if option is exercised. For Item Number 0006 Option 2 Sea Bright South, 39 days will be added if option is exercised. For Item Number 0007 Option 3 Long Branch, 27 days will be added if option is exercised. All work must be completed prior to March 2027 environmental window.

NOTE 8. The Government is under no obligation to exercise/award any option.

*** END OF NARRATIVE ***

# Section 00 21 00 - Instructions

52.233-2 Service of Protest. (Sep 2006)

Service of Protest (Sept 2006)

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

**US Army Corps of Engineers**

**Mr. Francis Cashman, District Contracting Chief**

**26 Federal Plaza, Room 16-300**

**New York N.Y. 10278**

**francis.Cashman@usace.army.mil**

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

(End of provision)

*** END OF NARRATIVE ***

## FAR Provisions Incorporated by Reference

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.204-7 | System for Award Management-Registration. (Deviation 2026-O0038) | 2026-02 | | |
| 52.214-3 | Amendments to Invitations for Bids. (Deviation 2026-O0038) | 2026-02 | | |
| 52.214-4 | False Statements in Bids. | 1984-04 | | |
| 52.214-5 | Submission of Bids. (Deviation 2026-O0038) | 2026-02 | | |

| | | |
|---|---|---|
| 52.214-6 | Explanation to Prospective Bidders. | 1984-04 |
| 52.214-7 | Late Submissions, Modifications, and Withdrawals of Bids. (Deviation 2026-O0038) | 2026-02 |
| 52.214-12 | Preparation of Bids. | 1984-04 |
| 52.214-35 | Submission of Offers in U.S. Currency. | 1991-04 |
| 52.222-5 | Construction Wage Rate Requirements-Secondary Site of the Work. (Deviation 2026-O0038) | 2026-02 |
| 52.225-10 | Notice of Buy American Requirement-Construction Materials. | 2014-05 |
| 52.233-2 | Service of Protest. (Deviation 2026-O0038) | 2026-02 |

**DFARS Provisions Incorporated by Reference**

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.204-7024 | Notice on the Use of the Supplier Performance Risk System. | 2023-03 | | |
| 252.215-7013 | Supplies and Services Provided by Nontraditional Defense Contractors. | 2023-01 | | |

## FAR Provisions Incorporated by Full Text

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.216-1 | Type of Contract. (Deviation 2026-O0038) | 2026-02 | | |

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

The Government contemplates award of a **FIRM FIXED PRICE** contract resulting from this solicitation.

(End of provision)

| | | | | |
|---|---|---|---|---|
| 52.228-1 | Bid Guarantee. | 1996-09 | | |

Bid Guarantee (Sept 1996)

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

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

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

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

(c) The amount of the bid guarantee shall be **20%** percent of the bid price or **$3,000,000.00**, 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)

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

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

**https://www.acquisition.gov/far**

(End of provision)

| | | |
|---|---|---|
| 52.252-3 | Alterations in Solicitation. | 1984-04 |

Alterations in Solicitation (Apr 1984)

Portions of this solicitation are altered as follows:

**N/A**

(End of clause)

| | | |
|---|---|---|
| 52.252-5 | Authorized Deviations in Provisions. | 2020-11 |

Authorized Deviations in Provisions (Nov 2020)

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

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

(End of provision)

**DFARS Provisions Incorporated by Full Text**

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.215-7008 | Only One Offer. | 2022-12 | | |

ONLY ONE OFFER (DEC 2022)

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

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

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

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

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

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

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

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

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

(End of provision)

# Section 00 21 13 - Instructions to Bidders

**CPARS** - The Federal Acquisition Regulation (FAR) requires that Past Performance Information (PPI)be collected on DoD contracts. The Contractor Performance Assessment Reporting System (CPARS) is a web enabled application the supports the completion, distribution and retrieval of all contract performance evaluations. Contractor Representative are responsible for reviewing and commenting on evaluations submitted on the Contractor Performance Assessment Reporting System (CPARS)website at https://www.cpars.gov/index.htm.

**BONDS** - The Standard Forms (SF24, SF25, and SF25A) for these bonds have been revised as of October 2023, when including your bid/offer, contractors/sureties shall use the revised versions. No other version will be valid and thus may render your bid/offer nonresponsive.

**E VERIFY** - "The Contractor must pre-screen Candidates using the E-Verify Program (http://www.uscis.gov/e-verify) website to meet the established employment eligibility requirements. The Vendor must ensure that the Candidate has two valid forms of Government issued identification prior to enrollment to ensure the correct information is entered into the E-Verify system. An initial list of verified/eligible Candidates must be provided to the COR no later than 3business days after the initial contract award." *When contracts are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility Verification, with the designated Government representative. This Form will be provided to the Contracting Officer and shall become part of the official contract file.

**BID SUBMISSION INSTRUCTIONS** - Contractors are required to deliver Bids to 26 Federal Plaza room 16-300 the designated recipient of bids is Nicholas Emanuel (917) 790-8069. Bids are due no later than 25 Aug 2026 at 2:00 P.M. Bid opening will happen on 25 Aug 2026 at 2:00 P.M.EST

**NOTE**: If dropping bids off in person, please advise via email to orlando.nieves@usace.army.mil and nicholas.p.emanuel@usace.army.mil

The government will not be responsible for submissions delivered to any location or to anyone other than those designated to receive proposals. Offerors are responsible for ensuring that Bids are submitted so as to reach the designated recipient and designated location. Offerors are responsible for allowing sufficient time for the bids to be received in accordance with the instructions provided. Bidders are encouraged to call into the following teleconference line:

Dial in by phone

+1-601-262-2433, United States

Phone conference ID: 852 493 889#

Bidder must keep their phone on mute as to not disrupt the reader. Please limit the amount of company employees calling into the line so that the line does not disconnect. The abstract of bids will be posted to the WWW.Sam.Gov website.

**ADDITIONAL INSTRUCTIONS**

Potential Bidders are reminded that only the minimum documents are required for bid submission:

1. Signed 1442.

2. Acknowledged amendments.

3. Filled out bid schedule and totals.

4. Bid Guarantee.

5. Any reps and certs and any fill ins.

*** END OF NARRATIVE ***

# Section 00 22 13 - Supplementary Instructions to Bidders

Variation in Estimated Quantity (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified

(End of condition)

*** END OF NARRATIVE ***

## Section 00 45 00 - Representations and Certifications

52.204-8 Annual Representations and Certifications.

As prescribed in 4.1202(a), insert the following provision:

Annual Representations and Certifications (Mar 2026)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is **237990**.

(2) The small business size standard is **$37,000,000.00**.

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

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

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

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

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

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

(i) Paragraph (d) applies.

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

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

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

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

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

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

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $200,000.

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

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

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of biobased products in USDA-designated product categories; or include the clause at 52.223- 2, Reporting of Biobased Products Under Service and Construction Contracts. (xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the provision at 52.204-7.

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

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

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

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

(C) If the acquisition value is $100,000 or more but is less than $105,767, the provision with its Alternate III applies.

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

___(ii) 52.204-20, Predecessor of Offeror.

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

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

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

___(vi) 52.227-6, Royalty Information.

__ (A) Basic.

__ (B) Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through https://www.sam.gov. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR

4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change _____

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

(End of provision)

*** END OF NARRATIVE ***

**FAR Provisions Incorporated by Reference**

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.203-11 | Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. | 2024-09 | | |
| 52.203-18 | Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. | 2017-01 | | |
| 52.229-12 | Tax on Certain Foreign Procurements. (Deviation 2026-O0038) | 2021-02 | | |

**DFARS Provisions Incorporated by Reference**

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.203-7005 | Representation Relating to | 2022-09 | | |

| | | |
|---|---|---|
| | Compensation of Former DoD Officials. | |
| 252.204-7008 | Compliance with Safeguarding Covered Defense Information Controls. | 2016-10 |
| 252.225-7055 | Representation Regarding Business Operations with the Maduro Regime. | 2022-05 |
| 252.225-7059 | Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation. | 2023-06 |

**FAR Provisions Incorporated by Full Text**

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.203-2 | Certificate of Independent Price Determination. | 1985-04 | | |

Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision ____[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

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|---|---|---|
| 52.209-7 | Information Regarding Responsibility Matters. (Deviation 2026-O0038) | 2026-02 |

Information Regarding Responsibility Matters (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this provision-

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

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

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

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

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

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

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

submission of this offer with regard to the following information:

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

**DFARS Provisions Incorporated by Full Text**

| Number | Title | Effective | Alternate | Variation |
|---|---|---|---|---|

| | | Date | Deviation | Effective Date |
|---|---|---|---|---|
| 252.204-7007 | Alternate A, Annual Representations and Certifications. | 2025-10 | Alternate A | 2025-10 |

ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2025)

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

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

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

[ ] (i) Paragraph (e) applies.

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

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

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

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

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

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

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

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

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

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

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

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

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

[ ] Use with Alternate I.

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

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

[ ] Use with Alternate I.

[ ] Use with Alternate II.

[ ] Use with Alternate III.

[ ] Use with Alternate IV.

[ ] Use with Alternate V.

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

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

(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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|---|---|---|
| 252.204-7016 | Covered Defense Telecommunications Equipment or Services-Representation. | 2019-12 |

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

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

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

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

(End of provision)

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

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

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

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

of Covered Defense Telecommunications Equipment or Services, of this solicitation.

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

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

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

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

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

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

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

(3) For services, the entity providing the covered defense telecommunications services (include

entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

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

(End of provision)

# Section 00 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. (Deviation 2026-O0038) | 2026-02 | | |
| 52.222-7 | Withholding of Funds. (Deviation 2026-O0038) | 2026-02 | | |
| 52.222-33 | Notice of Requirement for Project Labor Agreement. (Deviation 2026-O0038) (Alternate I) | 2026-02 | Alternate I | 2026-02 |
| 52.240-90 | Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038) | 2026-02 | | |
| 52.240-91 | Security Prohibitions and Exclusions. (Deviation 2026-O0038) | 2026-02 | | |

## Section 00 72 00 - General Conditions

### Commencement, Prosecution, and Completion of Work -Construction (Apr 1984)

The Contractor shall be required to (a) commence work under this contract within **Five (5)** 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 **250 calendar days**. *The time stated for completion shall include final cleanup of the premises.

(End of condition)

*** END OF NARRATIVE ***

### FAR Clauses Incorporated by Reference

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.202-1 | Definitions. | 2020-06 | | |
| 52.203-3 | Gratuities. | 1984-04 | | |
| 52.203-5 | Covenant Against Contingent Fees. | 2014-05 | | |
| 52.203-6 | Restrictions on Subcontractor Sales to the Government. | 2020-06 | | |
| 52.203-7 | Anti-Kickback Procedures. | 2020-06 | | |
| 52.203-8 | Cancellation, Rescission, and | 2014-05 | | |

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| | Recovery of Funds for Illegal or Improper Activity. | |
| 52.203-10 | Price or Fee Adjustment for Illegal or Improper Activity. | 2014-05 |
| 52.203-12 | Limitation on Payments to Influence Certain Federal Transactions. | 2020-06 |
| 52.203-13 | Contractor Code of Business Ethics and Conduct. | 2021-11 |
| 52.203-19 | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. | 2017-01 |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-O0038) | 2026-02 |
| 52.204-13 | System for Award Management-Maintenance. (Deviation 2026-O0038) | 2026-02 |
| 52.204-19 | Incorporation by Reference of Representations and Certifications. | 2014-12 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038) | 2026-02 |
| 52.209-9 | Updates of Publicly Available Information Regarding | 2026-02 |

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|---|---|---|
| | Responsibility Matters. (Deviation 2026-O0038) | |
| 52.209-10 | Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038) | 2026-02 |
| 52.210-1 | Market Research. (Deviation 2026-O0038) | 2026-02 |
| 52.214-18 | Preparation of Bids-Construction. | 1984-04 |
| 52.214-19 | Contract Award-Sealed Bidding-Construction. | 1996-08 |
| 52.214-29 | Order of Precedence-Sealed Bidding. | 1986-01 |
| 52.219-8 | Utilization of Small Business Concerns. (Deviation 2026-O0038) | 2026-02 |
| 52.219-16 | Liquidated Damages-Subcontracting Plan. (Deviation 2026-O0038) | 2026-02 |
| 52.222-4 | Contract Work Hours and Safety Standards-Overtime Compensation. (Deviation 2026-O0038) | 2026-02 |
| 52.222-6 | Construction Wage Rate Requirements. (Deviation 2026-O0038) | 2026-02 |
| 52.222-8 | Payrolls and Basic Records. (Deviation 2026-O0038) | 2026-02 |
| 52.222-9 | Apprentices and Trainees. (Deviation 2026-O0038) | 2026-02 |

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| 52.222-10 | Compliance with Copeland Act Requirements. (Deviation 2026-O0038) | 2026-02 | | |
| 52.222-11 | Subcontracts (Labor Standards). (Deviation 2026-O0038) | 2026-02 | | |
| 52.222-12 | Contract Termination-Debarment. | 2014-05 | | |
| 52.222-13 | Compliance with Construction Wage Rate Requirements and Related Regulations. | 2014-05 | | |
| 52.222-14 | Disputes Concerning Labor Standards. (Deviation 2026-O0038) | 2026-02 | | |
| 52.222-15 | Certification of Eligibility. | 2014-05 | | |
| 52.222-30 | Construction Wage Rate Requirements-Price Adjustment (None or Separately Specified Method). | 2018-08 | | |
| 52.222-34 | Project Labor Agreement. (Deviation 2026-O0038) (Alternate I) | 2026-02 | Alternate I | 2026-02 |
| 52.222-35 | Equal Opportunity for Veterans. (Deviation 2026-O0038) | 2026-02 | | |
| 52.222-36 | Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038) | 2026-02 | | |
| 52.222-37 | Employment Reports on Veterans. (Deviation 2026-O0038) | 2026-02 | | |
| 52.222-40 | Notification of Employee Rights | 2026-02 | | |

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| | Under the National Labor Relations Act. (Deviation 2026-O0038) | |
| 52.222-50 | Combating Trafficking in Persons. (Deviation 2026-O0038) | 2026-02 |
| 52.222-55 | Minimum Wages for Contractor Workers Under Executive Order 14026. (Deviation 2026-O0038) | 2026-02 |
| 52.222-62 | Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038) | 2026-02 |
| 52.222-90 | Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1) | 2026-04 |
| 52.223-23 | Sustainable Products. (Deviation 2026-O0038) | 2026-02 |
| 52.226-7 | Drug-Free Workplace. | 2024-05 |
| 52.226-8 | Encouraging Contractor Policies to Ban Text Messaging While Driving. | 2024-05 |
| 52.227-4 | Patent Indemnity-Construction Contracts. | 2007-12 |
| 52.228-2 | Additional Bond Security. | 1997-10 |
| 52.228-11 | Individual Surety-Pledge of Assets. | 2021-02 |
| 52.228-12 | Prospective Subcontractor Requests for Bonds. | 2022-12 |

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| 52.228-14 | Irrevocable Letter of Credit. | 2014-11 |
| 52.228-15 | Performance and Payment Bonds-Construction. | 2020-06 |
| 52.228-17 | Individual Surety-Pledge of Assets (Bid Guarantee). | 2021-02 |
| 52.229-3 | Federal, State, and Local Taxes. | 2026-02 |
| 52.232-17 | Interest. | 2014-05 |
| 52.232-23 | Assignment of Claims. | 2014-05 |
| 52.232-27 | Prompt Payment for Construction Contracts. | 2017-01 |
| 52.232-33 | Payment by Electronic Funds Transfer-System for Award Management. | 2018-10 |
| 52.232-39 | Unenforceability of Unauthorized Obligations. | 2013-06 |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors. | 2023-03 |
| 52.233-3 | Protest after Award. (Deviation 2026-O0038) | 2026-02 |
| 52.233-4 | Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038) | 2026-02 |
| 52.236-2 | Differing Site Conditions. (Deviation 2026-O0038) | 2026-02 |
| 52.236-3 | Site Investigation and Conditions Affecting the Work. (Deviation | 2026-02 |

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| | 2026-O0038) | |
| 52.236-5 | Material and Workmanship. (Deviation 2026-O0038) | 2026-02 |
| 52.236-6 | Superintendence by the Contractor. (Deviation 2026-O0038) | 2026-02 |
| 52.236-7 | Permits and Responsibilities. (Deviation 2026-O0038) | 2026-02 |
| 52.236-8 | Other Contracts. (Deviation 2026-O0038) | 2026-02 |
| 52.236-9 | Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (Deviation 2026-O0038) | 2026-02 |
| 52.236-10 | Operations and Storage Areas. (Deviation 2026-O0038) | 2026-02 |
| 52.236-11 | Use and Possession Prior to Completion. (Deviation 2026-O0038) | 2026-02 |
| 52.236-12 | Cleaning Up. (Deviation 2026-O0038) | 2026-02 |
| 52.236-15 | Schedules for Construction Contracts. (Deviation 2026-O0038) | 2026-02 |
| 52.236-17 | Layout of Work. (Deviation 2026-O0038) | 2026-02 |
| 52.242-5 | Payments to Small Business Subcontractors. | 2017-01 |

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| 52.242-14 | Suspension of Work. | 1984-04 |
| 52.243-4 | Changes. (Deviation 2026-O0038) | 2026-02 |
| 52.244-6 | Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038) | 2026-04 |
| 52.246-12 | Inspection of Construction. | 1996-08 |
| 52.249-10 | Default (Fixed-Price Construction). | 1984-04 |

**DFARS Clauses Incorporated by Reference**

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.201-7000 | Contracting Officer's Representative. | 1991-12 | | |
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials. | 2011-09 | | |
| 252.203-7001 | Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies. | 2023-01 | | |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights. | 2022-12 | | |
| 252.203-7003 | Agency Office of the Inspector General. | 2019-08 | | |

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| 252.203-7004 | Display of Hotline Posters. | 2023-01 |
| 252.204-7003 | Control of Government Personnel Work Product. | 1992-04 |
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting. | 2024-05 |
| 252.204-7018 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services. | 2023-01 |
| 252.205-7000 | Provision of Information to Cooperative Agreement Holders. | 2024-10 |
| 252.219-7003 | Small Business Subcontracting Plan (DoD Contracts). | 2019-12 |
| 252.222-7006 | Restrictions on the Use of Mandatory Arbitration Agreements. | 2023-01 |
| 252.223-7008 | Prohibition of Hexavalent Chromium. | 2023-01 |
| 252.225-7001 | Buy American and Balance of Payments Program. | 2024-02 |
| 252.225-7012 | Preference for Certain Domestic Commodities. | 2022-04 |
| 252.225-7048 | Export-Controlled Items. | 2013-06 |
| 252.225-7056 | Prohibition Regarding Business Operations with the Maduro Regime. | 2023-01 |
| 252.225-7060 | Prohibition on Certain | 2023-06 |

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| | Procurements from the Xinjiang Uyghur Autonomous Region. | |
| 252.226-7001 | Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns. | 2023-01 |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports. | 2018-12 |
| 252.232-7010 | Levies on Contract Payments. | 2006-12 |
| 252.236-7000 | Modification Proposals--Price Breakdown. | 1991-12 |
| 252.236-7002 | Obstruction of Navigable Waterways. | 1991-12 |
| 252.236-7008 | Contract Prices--Bidding Schedules. | 1991-12 |
| 252.243-7001 | Pricing of Contract Modifications. | 1991-12 |
| 252.243-7002 | Requests for Equitable Adjustment. | 2022-12 |
| 252.247-7023 | Transportation of Supplies by Sea. | 2024-10 |

**FAR Clauses Incorporated by Full Text**

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

Liquidated Damages-Construction (Sept 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of:

**First Tier $2,974.00/day.** For each calendar day of delay until the work is completed or accepted.

**Second Tier $744.00/day.** 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)

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| 52.217-8 | Option to Extend Services. | 1999-11 |

Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **90 days of NTP.**

(End of clause)

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| 52.219-4 | Notice of Price Evaluation Preference for HUBZone Small Business Concerns. (Deviation 2026-O0038) | 2026-02 |

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

(Deviation 2026-O0038)

(a) Evaluation preference.

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

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

(ii) Otherwise successful offers from small business concerns.

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

[ ] Offeror chooses to waive the evaluation preference.

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

(End of provision)

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

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

(a) Definitions. As used in this provision-

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

Specified Federal procurement payment means any payment made pursuant to a contract with

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if-

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

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

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

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

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

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

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

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

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

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

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

(g) A taxpayer may, for a fee, seek advice from the IRS as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of provision)

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

Payments under Fixed-Price Construction Contracts (May 2014)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the

requirements of Chapter 39 of Title 31, United States Code;

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

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

____ (Name)

____ (Title)

____ (Date)

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

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

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

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

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

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each

separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

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

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

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

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

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

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

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

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

modifications issued pursuant to the Changes clause, or funding and other administrative changes.

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

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

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

(End of clause)

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| 52.232-16 | Progress Payments. (Deviation 2026-O0038) | 2026-02 |

Progress Payments (Feb 2026) (Deviation 2026-O0038)

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 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 subparagraphs (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 subparagraph (a)(1) of this clause.

(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 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 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.

(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;

(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 **14th 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)

52.248-3 Value Engineering-Construction. 2025-10

Value Engineering-Construction (Oct 2025)

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

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

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

Contractor's development and implementation costs, as used in this clause, means those costs

the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

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

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

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

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

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

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

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

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

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

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

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

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

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

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

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

(e) Government action.

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

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

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a

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

(f) Sharing-

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

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

(ii) 75 percent for cost-reimbursement contracts.

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

(i) Accept the VECP;

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

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

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

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of $90,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) of this clause, the Contractor's allowable development and implementation costs shall include any subcontractor's

allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

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

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

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

(End of clause)

| | | |
|---|---|---|
| 52.252-2 | Clauses Incorporated by Reference. | 1998-02 |

Clauses Incorporated By Reference (Feb 1998)

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

**https://www.acquisition.gov/content/regulations**

(End of clause)

52.252-4 Alterations in Contract. 1984-04

Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

**N/A**

(End of clause)

52.252-6 Authorized Deviations in Clauses. 2020-11

Authorized Deviations in Clauses (Nov 2020)

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

(b) The use in this solicitation or contract of any (48 CFR 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**

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

CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall-

(1) Check all drawings furnished immediately upon receipt;

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

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

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

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

(c) In general--

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

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

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

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings: **See Specifications and Drawings.**

(End of clause)

| | | |
|---|---|---|
| 252.236-7004 | Payment for Mobilization and Demobilization. | 1991-12 |

PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DEC 1991)

(a) The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at the contract lump sum price for this item.

(1) **60%** percent of the lump sum price upon completion of the contractor's mobilization at the work site.

(2) The remaining **40%** percent upon completion of demobilization.

(b) The Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid if the Contracting Officer believes that the percentages in paragraphs (a)(1) and (2) of this clause do not bear a reasonable relation to the cost of the work in this contract.

(1) Failure to justify such price to the satisfaction of the Contracting Officer will result in payment, as determined by the Contracting Officer, of-

(i) Actual mobilization costs at completion of mobilization;

(ii) Actual demobilization costs at completion of demobilization; and

(iii) The remainder of this item in the final payment under this contract.

(2) The Contracting Officer's determination of the actual costs in paragraph (b)(1)of this clause is not subject to appeal.

(End of clause)

# Section 00 73 00 - Supplementary Conditions

## WAGE RATES

"General Decision Number: NJ20260003 05/18/2026

State: New Jersey JN 6.16.2026

Construction Types: Heavy

Counties: New Jersey Counties of

Atlantic, Bergen, Camden, Cape May,

Cumberland, Essex, Gloucester, Hudson,

Mercer, Middlesex, Monmouth, Ocean,

Salem and Union

All dredging, except self propelled hopper dredging, on the Atlantic Coast and tributary waters emptying into the Atlantic Ocean

Modification Number Publication Date

1 01/30/2026

2 05/18/2026

ENGI0025-001 10/01/2025

Rates Fringes

DREDGING: CLASS D: OILER, DECKHAND, SHOREMAN,

RODMAN, SCOWMAN, COOK, MESSMAN, PORTER/JANITOR.

INCENTIVE PAY: (ADD TO HOURLY RATE) OPERATOR

(NCCCO LICENSE/CERTIFICATION) $1.80 LICENSED TUG

OPERATOR OVER 1000 HP (ASSIGNED AS MASTER) (USCG

LICENSED MASTER OF TOWING VESSELS (MOTV) $1.80;

LICENSED BOAT OPERATOR (ASSIGNED AS LEAD BOAT
CAPTAIN) USCG LICENSED BOAT OPERATOR $1.30;
ENGINEER (QMED AND TANKERMAN ENDORSEMENT OR
LICENSED ENGINEER (USCG) $1.80 OILER (QMED AND
TANKERMAN ENDORSEMENT (USCG) $1.80; ALL
CLASSIFICATIONS (TANKERMAN ENDORSEMENT ONLY) USCG
$1.55; DECKHAND OR MATE (AB WITH LIFEBOATMAN
ENDORSEMENT (USCG) $1.80; ALL CLASSIFICATIONS
(LIFEBOATMAN ENDORSEMENT ONLY (USCG) $1.55; WELDER
(ABS CERTIFICATION) $1.55 FOOTNOTES APPLICABLE
TO ABOVE CRAFTS: A. PAID HOLIDAYS: NEW YEAR'S
DAY, MARTIN LUTHER KING, JR.'S BIRTHDAY, MEMORIAL
DAY, GOOD FRIDAY, INDEPENDENCE DAY, LABOR DAY,
VETERANS' DAY, THANKSGIVING DAY AND CHRISTMAS DAY
B. VACATION: EIGHT PERCENT (8%) OF THE STRAIGHT
TIME RATE, MULTIPLIED BY THE TOTAL HOURS WORKED.....$ 30.86 14.15
DREDGING: CLASS C2: BOAT OPERATOR. INCENTIVE
PAY: (ADD TO HOURLY RATE) OPERATOR (NCCCO
LICENSE/CERTIFICATION) $1.80 LICENSED TUG OPERATOR
OVER 1000 HP (ASSIGNED AS MASTER) (USCG LICENSED
MASTER OF TOWING VESSELS (MOTV) $1.80; LICENSED
BOAT OPERATOR (ASSIGNED AS LEAD BOAT CAPTAIN) USCG
LICENSED BOAT OPERATOR $1.30; ENGINEER (QMED AND
TANKERMAN ENDORSEMENT OR LICENSED ENGINEER (USCG)

$1.80 OILER (QMED AND TANKERMAN ENDORSEMENT (USCG)
$1.80; ALL CLASSIFICATIONS (TANKERMAN ENDORSEMENT
ONLY) USCG $1.55; DECKHAND OR MATE (AB WITH
LIFEBOATMAN ENDORSEMENT (USCG) $1.80; ALL
CLASSIFICATIONS (LIFEBOATMAN ENDORSEMENT ONLY
(USCG) $1.55; WELDER (ABS CERTIFICATION) $1.55
FOOTNOTES APPLICABLE TO ABOVE CRAFTS: A. PAID
HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING,
JR.'S BIRTHDAY, MEMORIAL DAY, GOOD FRIDAY,
INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY,
THANKSGIVING DAY AND CHRISTMAS DAY B. VACATION:
EIGHT PERCENT (8%) OF THE STRAIGHT TIME RATE,
MULTIPLIED BY THE TOTAL HOURS WORKED.....$ 37.15 14.57
DREDGING: CLASS C1: MATE, DRAG BARGE OPERATOR,
ASSISTANT FILL PLACER, WELDER, STEWARD.
INCENTIVE PAY: (ADD TO HOURLY RATE) OPERATOR
(NCCCO LICENSE/CERTIFICATION) $1.80 LICENSED TUG
OPERATOR OVER 1000 HP (ASSIGNED AS MASTER) (USCG
LICENSED MASTER OF TOWING VESSELS (MOTV) $1.80;
LICENSED BOAT OPERATOR (ASSIGNED AS LEAD BOAT
CAPTAIN) USCG LICENSED BOAT OPERATOR $1.30;
ENGINEER (QMED AND TANKERMAN ENDORSEMENT OR
LICENSED ENGINEER (USCG) $1.80 OILER (QMED AND

TANKERMAN ENDORSEMENT (USCG) $1.80; ALL
CLASSIFICATIONS (TANKERMAN ENDORSEMENT ONLY) USCG
$1.55; DECKHAND OR MATE (AB WITH LIFEBOATMAN
ENDORSEMENT (USCG) $1.80; ALL CLASSIFICATIONS
(LIFEBOATMAN ENDORSEMENT ONLY (USCG) $1.55; WELDER
(ABS CERTIFICATION) $1.55 FOOTNOTES APPLICABLE
TO ABOVE CRAFTS: A. PAID HOLIDAYS: NEW YEAR'S
DAY, MARTIN LUTHER KING, JR.'S BIRTHDAY, MEMORIAL
DAY, GOOD FRIDAY, INDEPENDENCE DAY, LABOR DAY,
VETERANS' DAY, THANKSGIVING DAY AND CHRISTMAS DAY
B. VACATION: EIGHT PERCENT (8%) OF THE STRAIGHT
TIME RATE, MULTIPLIED BY THE TOTAL HOURS WORKED.....$ 38.38 14.66
DREDGING: CLASS B2: CERTIFIED WELDER. INCENTIVE
PAY: (ADD TO HOURLY RATE) OPERATOR (NCCCO
LICENSE/CERTIFICATION) $1.80 LICENSED TUG OPERATOR
OVER 1000 HP (ASSIGNED AS MASTER) (USCG LICENSED
MASTER OF TOWING VESSELS (MOTV) $1.80; LICENSED
BOAT OPERATOR (ASSIGNED AS LEAD BOAT CAPTAIN) USCG
LICENSED BOAT OPERATOR $1.30; ENGINEER (QMED AND
TANKERMAN ENDORSEMENT OR LICENSED ENGINEER (USCG)
$1.80 OILER (QMED AND TANKERMAN ENDORSEMENT (USCG)
$1.80; ALL CLASSIFICATIONS (TANKERMAN ENDORSEMENT
ONLY) USCG $1.55; DECKHAND OR MATE (AB WITH
LIFEBOATMAN ENDORSEMENT (USCG) $1.80; ALL

CLASSIFICATIONS (LIFEBOATMAN ENDORSEMENT ONLY
(USCG) $1.55; WELDER (ABS CERTIFICATION) $1.55
FOOTNOTES APPLICABLE TO ABOVE CRAFTS: A. PAID
HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING,
JR.'S BIRTHDAY, MEMORIAL DAY, GOOD FRIDAY,
INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY,
THANKSGIVING DAY AND CHRISTMAS DAY B. VACATION:
EIGHT PERCENT (8%) OF THE STRAIGHT TIME RATE,
MULTIPLIED BY THE TOTAL HOURS WORKED.....$ 39.46 14.73
DREDGING: CLASS B1: DERRICK OPERATOR (180 SWING),
SPIDER/SPILL BARGE OPERATOR, ENGINEER, ELECTRICIAN,
CHIEF WELDER, CHIEF MATE, FILL PLACER, OPERATOR II,
MAINTENANCE ENGINEER, LICENSED BOAT OPERATOR,
LICENSED CREW BOAT OPERATOR. INCENTIVE PAY: (ADD
TO HOURLY RATE) OPERATOR (NCCCO
LICENSE/CERTIFICATION) $1.80 LICENSED TUG OPERATOR
OVER 1000 HP (ASSIGNED AS MASTER) (USCG LICENSED
MASTER OF TOWING VESSELS (MOTV) $1.80; LICENSED
BOAT OPERATOR (ASSIGNED AS LEAD BOAT CAPTAIN) USCG
LICENSED BOAT OPERATOR $1.30; ENGINEER (QMED AND
TANKERMAN ENDORSEMENT OR LICENSED ENGINEER (USCG)
$1.80 OILER (QMED AND TANKERMAN ENDORSEMENT (USCG)
$1.80; ALL CLASSIFICATIONS (TANKERMAN ENDORSEMENT

ONLY) USCG $1.55; DECKHAND OR MATE (AB WITH
LIFEBOATMAN ENDORSEMENT (USCG) $1.80; ALL
CLASSIFICATIONS (LIFEBOATMAN ENDORSEMENT ONLY
(USCG) $1.55; WELDER (ABS CERTIFICATION) $1.55
FOOTNOTES APPLICABLE TO ABOVE CRAFTS: A. PAID
HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING,
JR.'S BIRTHDAY, MEMORIAL DAY, GOOD FRIDAY,
INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY,
THANKSGIVING DAY AND CHRISTMAS DAY B. VACATION:
EIGHT PERCENT (8%) OF THE STRAIGHT TIME RATE,
MULTIPLIED BY THE TOTAL HOURS WORKED.....$ 41.93 14.90
DREDGING: CLASS A2: CRANE OPERATOR (360 SWING)
INCENTIVE PAY: (ADD TO HOURLY RATE) OPERATOR
(NCCCO LICENSE/CERTIFICATION) $1.80 LICENSED TUG
OPERATOR OVER 1000 HP (ASSIGNED AS MASTER) (USCG
LICENSED MASTER OF TOWING VESSELS (MOTV) $1.80;
LICENSED BOAT OPERATOR (ASSIGNED AS LEAD BOAT
CAPTAIN) USCG LICENSED BOAT OPERATOR $1.30;
ENGINEER (QMED AND TANKERMAN ENDORSEMENT OR
LICENSED ENGINEER (USCG) $1.80 OILER (QMED AND
TANKERMAN ENDORSEMENT (USCG) $1.80; ALL
CLASSIFICATIONS (TANKERMAN ENDORSEMENT ONLY) USCG
$1.55; DECKHAND OR MATE (AB WITH LIFEBOATMAN
ENDORSEMENT (USCG) $1.80; ALL CLASSIFICATIONS

(LIFEBOATMAN ENDORSEMENT ONLY (USCG) $1.55; WELDER

(ABS CERTIFICATION) $1.55 FOOTNOTES APPLICABLE

TO ABOVE CRAFTS: A. PAID HOLIDAYS: NEW YEAR'S

DAY, MARTIN LUTHER KING, JR.'S BIRTHDAY, MEMORIAL

DAY, GOOD FRIDAY, INDEPENDENCE DAY, LABOR DAY,

VETERANS' DAY, THANKSGIVING DAY AND CHRISTMAS DAY

B. VACATION: EIGHT PERCENT (8%) OF THE STRAIGHT

TIME RATE, MULTIPLIED BY THE TOTAL HOURS WORKED.....$ 43.20 14.99

DREDGING: CLASS A1: DECK CAPTAIN; MECHANICAL

DREDGE OPERATOR, LEVERMAN, LICENSED TUG OPERATOR

OVER 1000 HP. INCENTIVE PAY: (ADD TO HOURLY

RATE) OPERATOR (NCCCO LICENSE/CERTIFICATION) $1.80

LICENSED TUG OPERATOR OVER 1000 HP (ASSIGNED AS

MASTER) (USCG LICENSED MASTER OF TOWING VESSELS

(MOTV) $1.80; LICENSED BOAT OPERATOR (ASSIGNED AS

LEAD BOAT CAPTAIN) USCG LICENSED BOAT OPERATOR

$1.30; ENGINEER (QMED AND TANKERMAN ENDORSEMENT OR

LICENSED ENGINEER (USCG) $1.80 OILER (QMED AND

TANKERMAN ENDORSEMENT (USCG) $1.80; ALL

CLASSIFICATIONS (TANKERMAN ENDORSEMENT ONLY) USCG

$1.55; DECKHAND OR MATE (AB WITH LIFEBOATMAN

ENDORSEMENT (USCG) $1.80; ALL CLASSIFICATIONS

(LIFEBOATMAN ENDORSEMENT ONLY (USCG) $1.55; WELDER

(ABS CERTIFICATION) $1.55 FOOTNOTES APPLICABLE

TO ABOVE CRAFTS: A. PAID HOLIDAYS: NEW YEAR'S

DAY, MARTIN LUTHER KING, JR.'S BIRTHDAY, MEMORIAL

DAY, GOOD FRIDAY, INDEPENDENCE DAY, LABOR DAY,

VETERANS' DAY, THANKSGIVING DAY AND CHRISTMAS DAY

B. VACATION: EIGHT PERCENT (8%) OF THE STRAIGHT

TIME RATE, MULTIPLIED BY THE TOTAL HOURS WORKED.....$ 48.48 15.34

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WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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

for Federal Contractors applies to all contracts subject to the

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

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

contract is covered by the EO, the contractor must provide

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

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

Employees must be permitted to use paid sick leave for their

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

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

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

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

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

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

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

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

Union Rate Identifiers

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

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

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

Union Average Rate Identifiers

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

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

Survey Rate Identifiers

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

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

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

State Adopted Rate Identifiers

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

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WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination

b) an existing published wage determination

c) an initial WHD letter setting forth a position on a wage determination matter

d) an initial conformance (additional classification and rate) determination

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

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

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

by mail to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

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

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

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

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

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210.

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END OF GENERAL DECISION

"

*** END OF NARRATIVE ***

Overall Contract Inspection/Acceptance Locations

Overall Contract Delivery Period

| | |
|---|---|
| 0001 | **Quantity** 1 Job<br><br>**Address and POC**<br><br>**Period of Performance**<br>From<br>04 Sep 2026<br>To<br>12 May 2027 |
| 0002 | **Quantity** 595,000 Cubic Yard<br><br>**Address and POC**<br><br>**Period of Performance** |

| | |
|---|---|
| | From<br>04 Sep 2026<br>To<br>12 May 2027 |
| 0003 | **Quantity** 1 Job<br><br>**Address and POC**<br><br>**Period of Performance**<br>From<br>04 Sep 2026<br>To<br>12 May 2027 |
| 0004 | **Quantity** 1 Job<br><br>**Address and POC**<br><br>**Period of Performance**<br>From<br>04 Sep 2026<br>To<br>12 May 2027 |
| Option Line Item 0005 | **Quantity** 348,000 Cubic Yard<br><br>**Address and POC**<br><br>**Period of Performance** |

| | |
|---|---|
| | From<br>04 Sep 2026<br>To<br>12 May 2027 |
| Option Line Item 0006 | **Quantity** 288,000 Cubic Yard<br><br>**Address and POC**<br><br>**Period of Performance**<br>From<br>04 Sep 2026<br>To<br>12 May 2027 |
| Option Line Item 0007 | **Quantity** 155,000 Cubic Yard<br><br>**Address and POC**<br><br>**Period of Performance**<br>From<br>04 Sep 2026<br>To<br>12 May 2027 |

# Section 01 00 00 - General Requirements

## Requirements

Maintenance renourishment that provides for coastal storm risk management through the construction of a beach berm in the communities of Sea Bright, Monmouth Beach and Long Branch in Monmouth County, NJ.