SOLICITATION, OFFER, AND AWARD

(Construction, Alteration, or Repair)

1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
W911SG26BA009	☒ SEALED BID (IFB) INVITATION FOR BID ☐ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	21 JUL 2026	1 100

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
		FE102165J

7. ISSUED BY	CODE	8. ADDRESS OFFER TO
W6QM MICC-FT BLISS BLDG 111, 111 PERSING RD FORT BLISS, TX 79916-6812 UNITED STATES SHAWN MUNRO, EMAIL: SHAWN.T.MUNRO.MIL@ARMY.MIL TELEPHONE: 91556854344	W911SG	

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)*
	SHAWN MUNRO	91556854344

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: HVAC REPAIR BY REPLACEMENT (6 UNITS) BLDG. 1611
PROJECT LOCATION: FORT BLISS TX

THIS IS AN "INVITATION FOR BIDS".

A BID GUARANTEE IS REQUIRED (SEE CLAUSE AT FAR 52.228-1). ALL BID BONDS MUST BE ORIGINALS; PHOTOCOPIES WILL NOT BE ACCEPTED.

PERFORMANCE AND PAYMENT BONDS ARE REQUIRED

THIS IS A 100% COMPETITIVE SET-A SIDE FOR SMALL BUSINESS. NAICS 238220 WITH A SMALL BUSINESS SIZE STANDARD OF $19 MILLION.

THE ESTIMATED MAGNITUDE OF CONSTRUCTION FOR THIS PROJECT IS BETWEEN $1,000,000. AND $5,000,000.

BID OPENING ADDRESS: MICC-FORT BLISS, 111 PERSHING RD. ROOM 220, FORT BLISS, TX 79916.

THE AWARDEE OF THIS CONTRACT WILL BE REQUIRED TO PROVIDE A SUPERINTENDENT AT ALL TIMES WORK IS BEING PERFORMED ON THE PROJECT (SEE CLAUSE AT FAR 52.236-6). THE SUPERINTENDENT IS CONSIDERED A KEY POSITION. THIS POSITION SHALL NOT BE SUBCONTRACTED AND MUST WORK DIRECTLY FOR THE PRIME CONTRACTOR. ALL WORK SHALL BE PERFORMED SIMULTANEOUSLY .

RESULTING CONTRACT WILL BE FIRM-FIXED-PRICE (FFP)

ATTENTION: PLEASE REVIEW PDF PG. 24 "INSTRUCTIONS TO BIDDERS," AND BIDS WILL NOT BE ACCEPTED IF THEY ARE NOT IN A SEALED ENVOLOPE IN

11. The contractor shall begin performance within 5 calendar days and complete it within 270 calendar days after receiving

☐ award, ☒ notice to proceed. This performance period is ☐ mandatory ☐ negotiable. ***(See*** FAR 52.211-10 ***).***

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

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by 10:30 AM ***(hour)*** local time 21 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 ☒ 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 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

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

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

AMOUNTS ▶

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

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

AMENDMENT NUMBER										
DATE										

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

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

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

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

Section 00 00 00 - Procurement and Contracting Requirements

Instrument Name: HVAC Repair by Replacement (6 Units) Bldg. 1611

THIS IS AN "INVITATION FOR BIDS". A BID GUARANTEE IS REQUIRED (SEE CLAUSE AT FAR 52.228-1). ALL BID BONDS MUST BE ORIGINALS; PHOTOCOPIES WILL NOT BE ACCEPTED. PERFORMANCE AND PAYMENT BONDS ARE REQUIRED THIS IS A 100% COMPETITIVE SET-A SIDE FOR SMALL BUSINESS. NAICS 238220 WITH A SMALL BUSINESS SIZE STANDARD OF $19 MILLION. THE ESTIMATED MAGNITUDE OF CONSTRUCTION FOR THIS PROJECT IS BETWEEN $1,000,000. AND $5,000,000. BID OPENING ADDRESS: MICC-FORT BLISS, 111 PERSHING RD. ROOM 220, FORT BLISS, TX 79916. THE AWARDEE OF THIS CONTRACT WILL BE REQUIRED TO PROVIDE A SUPERINTENDENT AT ALL TIMES WORK IS BEING PERFORMED ON THE PROJECT (SEE CLAUSE AT FAR 52.236-6). THE SUPERINTENDENT IS CONSIDERED A KEY POSITION. THIS POSITION SHALL NOT BE SUBCONTRACTED AND MUST WORK DIRECTLY FOR THE PRIME CONTRACTOR. ALL WORK SHALL BE PERFORMED SIMULTANEOUSLY . RESULTING CONTRACT WILL BE FIRM-FIXED-PRICE (FFP) ATTENTION: PLEASE REVIEW PDF PG. 24 "INSTRUCTIONS TO BIDDERS," AND BIDS WILL NOT BE ACCEPTED IF THEY ARE NOT IN A SEALED ENVOLOPE IN ACCORDANCE WITH (IAW) THOSE INSTRUCTIONS.

Product Service Code : Z2JZ

Name of project: Replace 6 Heating Ventilation Air Conditioning (HVAC) Carrier Rooftop units (RTU)

Project location: bldg. 1611

Project work order number: FE 10216 5J

Fiscal Year: FY26

POP: 270 calendar days

Statement (Scope) of work (SOW)

General Description of Work.

All work shall comply with State, local and Federal laws and regulations, industry and construction codes and standards, manufacturer's specifications and recommendations, and all contract special provisions, terms, and conditions. The Contractor shall be responsible for obtaining all required licenses and permits to perform construction work on a Federal installation and be properly bonded and insured in accordance with Federal Acquisition Regulation (FAR) requirements. The

intent of the contract is to provide for the construction and completion of the work described. The Contractor shall furnish all labor, material, equipment, tools, transportation, and supplies necessary to complete the work according to the contract. Contractor shall replace 6 HVAC Carrier rooftop units.

1. Period of Performance (POP).

All work shall be completed according to the awarded contract period of performance of no later than (270) calendar days after Notice to Proceed (NTP) is issued by the Contracting Officer (KO). The Contractor shall submit to the KO and Contracting Officer Representative (COR) Site Specific Safety Plan, Activity Hazard Analysis (AHA), Quality Control Plan (QCP), Storm Water Pollution Prevention Plan (SWPPP), Site Clearance and Line Marking Request (SCLMR) dig permit completion of Section 1, Traffic Control Plan (TCP), etc. to be initiated within (14) calendar days after contract award date, so the NTP can be issued. These submittals shall be completed no more than (60) calendar days of contract award.

POP includes time required for Contractor to start performing this project no later than (NLT) (90) calendar days of contract award to meet the bona fine need rule to process any coordination with any Government Agency or the Contracting Officer Representative (COR) to complete the following submittals (Refer to paragraph 9. Project Submittals):

1.1. Contractor's proof of submitting the dig permit package (SCLMR Form, 811 ticket, map marking the area for utilities marking) to COR with Section 1 completion.

1.2. Contractor's coordination with COR to receive SCLMR Form with Section 2 completion by DPW Divisions, and Contractor to complete Section 3 to send emails to Stakeholders for utility lines marking up to Section 4.

1.3. Directorate of Emergency Services (DES) approval on contractor's traffic control plans.

1.4. Contractor shall notify the COR, KS and KO if any of the submittals like the Safety Plan, AHA, SWPPP, TCP, or SCLMR have not been approved within (60) calendar days of TO award.

1.5. Site Clearance and Line Marking Request (SCLMR) dig permit shall be completed no later than (60) calendar days after contract award. Contractor's delay to complete SCLMR dig permit without a valid written justification to COR, KO and KS within (30) calendar days of contract award about dig permit progress being out of Contractor's control announcement will account for Liquidated damages assessment without the justification for time extension request.

1.6. Determination for inclusion of liquidated damages

1.6.1. Directorate of Public Works provided a total amount of liquidated damages that the Government will incur for each calendar day of delay to HVAC repairs, Fort Bliss, TX.

1.6.2. The costs incurred by the Directorate of Public Works, are established at $1,717.24 per calendar day of delay in completing the contract.

1.6.3. The Directorate of Contracting has evaluated this amount and found this cost is considered justifiable and in no way constitutes a penalty to the Contractor. The breakdown is as follows:

DISCIPLINE MAN HOURS HOURLY RATE COST PER DAY

DESIGN BRANCH

CIVIL ENGINEER 2.00 $ 50.00 $ 100.00

MECHANICAL ENGINEER 2.00 $ 50.00 $ 100.00

ELECTRICAL ENGINEER 2.00 $ 50.00 $ 100.00

ARCHITECT 2.00 $ 50.00 $ 100.00

SUPERVISOR 2.00 $ 57.69 $ 115.38

CONSTRUCTION BRANCH

PROJECT ENGINEER 8.00 $ 50.00 $ 400.00

INSPECTOR 8.00 $ 33.24 $ 265.92

SUPERVISOR 4.00 $ 57.69 $ 230.76

CONTRACTING OFFICE

CONTRACTING OFFICER 2.00 $ 57.69 $ 115.38

CONTRACT SPECIALIST 2.00 $ 37.21 $ 74.42

STAFF JUDGE ADVOCATE 2.00 $ 57.69 $115.38

CONTRACTING TOTAL COST PER DAY: $ 305.18

TOTAL LIQUIDATED DAMAGES PER CALENDAR DAY FOR THIS PROJECT ARE: $ 1,717.24

2. Pre-Construction Meeting.

The Contractor shall attend a pre-construction meeting held by the Government prior to construction. Mobilization and/or Start of Construction shall NOT begin until this meeting is held. This meeting serves to answer any questions from the Contractor and to discuss building issues such as storage, security, access, working hours, notifications, etc.

3.1 Particulars:

3.1.1 Contractor shall verify all field conditions, prior to commencement of work. Any discrepancies shall be brought to COR's attention immediately. Any discrepancies found on sight shall be brought to COR immediately.

3.1.2 Contractor shall do a repair by replacement of Carrier units with TRANE HVAC units of the same capacity as listed in the building schedule or approved equivalent..

3.1.3 Contractor shall not demolish existing Carrier RTUs A8, A10, A11, A12, A14, and A15 until submittal for new units has been approved and units are ON SITE. Demolition shall be adjusted to schedule as per vendor's lead time and delivery. Any deviations to the construction schedule shall be brought to CORs attention with supporting documentation. Unit tags differ from the as built drawing schedule. Most of the units around the Postal Exchange (PX) are Carrier brand. Carrier units that are to be replaced are A8, A10, A11, A12, A14, and A15. Carrier units A8 and A14 are parallel to Marshall Rd. Carrier Unit A15, is below the first line of units parallel to Marshall Rd. Carrier units A10, A11, and A12 are in a line perpendicular to unit A8

3.1.4 HVAC units shall include but not be limited to: High efficiency units, hail guards, programable thermostat sensors with LCD screen, filters, factory made adapt-a-curb specific to unit being installed, HVAC economizer, barometric relief, hinge access doors, compressors and any associated appurtenance.

3.1.5 All roof penetrations shall be properly sealed. All repairing sealing of the roof after the Adapt a curb has been installed shall match existing roof material.

3.1.6 Adapt a curb shall be provide by the manufacturer/ vendor and sized properly for the new rooftop unit. Adapt a curb shall be properly reconnect rooftop unit to existing ductwork.

3.1.7 Contractor shall comply with units manufacturer's recommendations for filters and all other accessories.

3.1.8 Contractor shall replace existing Carrier HVAC RTUs with new Trane brand units or approved equal.

3.1.9 RTU schedule and details is provided in enclosure 1 As built drawings for bldg 1611. RTUS shall be Leadership in Energy and Environmental Designs (LEED)s compliant, have powered convenience outlet, economizer with comparative enthalpy control, condenser coil hail guard grille, merv 13 pleated return air filters, phase loss protection, stainless steel heat exchanger, factory fabricated 14" Adapt a curb , programable temperature sensor with LCD screen, barometric relief damper, CO2 Sensor (ask for location). , natural gas altitude kit.

3.1.10 Contractor shall be working in an occupied facility and will need to work around customers since the building that is being serviced is the Post's Post Exchange (PX). Any work that needs to interrupt sections of the PX shall be coordinated thru COR and tenant POC.

3.1.11 Any solid waste generated (non-hazardous or construction debris related) shall be disposed of by the contractor, its subcontractor or the project proponent. All solid waste that cannot be

recycled and shall be disposed of at a permitted landfill or other authorized facility. Burning or burying (land disposal) is strictly prohibited by state laws. Any evidence of such will be addressed properly and the contractor, its subcontractors and the proponent will be responsible for: cleaning and removing all debris, trash and contaminated soils, water or other impacted materials, and replacing the materials, equipment or other infrastructure at the proponents, contractors and its subcontractors costs. Scrap metal, wood pallets, and other special recyclable materials can be collected from the project site by coordinating with the Fort Bliss Recycling Program.

3.1.12 Contractor shall separate any electrical line that connects any HVAC units. Electrical disconnects shall isolate HVAC units individually.

3.1.13 All HVAC units shall be compliant with environmental requirements for HVAC refrigerant.

3.1.14 Contractor shall recover the units' R-410A freon. Contractor shall provide recovery documents for Environmental review/ acceptance. Disposition of R-410A freon must be notified to the Government. Refrigerant shall be properly removed, collected and disposed, and records of type, quantity and date of evacuation shall be submitted to the air program manager victor.h. garcia22.civ@army.mil.

3.1.15 DPW's Operations and Maintenance Division (OMD) shall have the first right of refusal for the salvage of R-410A freon. If OMD refuses to take R-410A for their maintenance contract, Contractor shall proceed as per Environmental procedures.

3.1.16 Contractor shall provide and install galvanized steel sheet metal ductwork, per Sheet Metal Air Conditioning Contractor's National Association (SMACNA) regulations. Ductwork installation to be of same gage and nominal size as existing ductwork. Any exterior ductwork shall comply with exterior ductwork Unified Facilities Guidelines Specifications (UFGS) section 23 07 00 2.4.8 Weatherproof of Duct Insulation Equipment Insulation System and other applicable codes and regulations.

3.1.17 Provide and install 2" ductwork fiberglass insulation, fire resistant, vapor barrier and aluminum jacketing. Ductwork insulation per International Mechanical Code (IMC), SMACNA and American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE).

3.1.18 New RT units, ductwork, shall be tested and balanced by an independent Tab and Balancing (TAB) contractor, National Environmental Balancing Bureau (NEBB) certified or equal. TAB report shall be submitted to COR prior to final/Pre-Final Inspections and contract closeout. Balancing shall include adjustment of all manual volume dampers, splitter dampers, balancing valves system zone dampers (if required), butterfly dampers and individual diffuser volume dampers (final balancing only). Report shall include volume with room reference, zone volume totals, outside air percent, balancing the return damper, and any other associated items.

3.1.19 Contractor shall remove smoke detector from return and supply ducts. Smoke detectors shall be reinstalled once new units have been installed. Any disconnections to the fire alarm systems shall be done by a certified fire alarm Technician/ Contractor. Proper credentials when providing submittals shall be submitted by main Contractor.

3.1.20 Any new smoke detectors shall be programmed to the proper zone. For HVAC units that provide more than 2,000 CFMs, smoke detector shall be installed on the supply side duct.

3.1.21 Final testing shall be coordinated with the Fort Bliss Fire Department dispatch to ensure every zone that was affected by the new installation is still functioning properly.

3.1.22 Contractor is to re-install smoke detector sensor to units' return duct wherever possible. Testing of the smoke detector and proper system shutdown must be tested and coordinated with Pride HVAC shop and Fort Bliss Fire Department.

3.1.23 Contractor shall provide and install condensate piping per Manufacturers (MFG) specifications and recommendations. Condensate piping shall connect to existing roof drains or to the closest splash blocks as per latest IPC and IMC codes. New condensate drain line diameter shall match the rooftop unit's condensate drain connection diameter. All condensate drain line installation shall include but not be limited to: PVC schedule 80, rubber mats and any other associated appurtenances.

3.1.24 Utility (i.e. electrical, water, gas) outages and or interruptions must be coordinated through the Engineering Services Division (ESD) COR or Project Manager. Contractor is responsible for any costs associated with Utilities interruption/ reconnection charges.

3.1.25 Contractor shall provide and install new breakers to electrical panels, disconnects, reuse conduits if possible and provide new wiring to do electrical connections. All electrical work shall be done in accordance to all applicable electrical codes and regulations.

3.1.26 Contractor shall re-label units, provide updated panel schedule identifying unit name plates.

3.1.27 HVAC units shall have programable thermostat sensors with LCD screens, including an override button for system to be used during after-hours, new wiring, new conduit and any other associated appurtenances.

3.1.28 Contractor shall provide new HVAC condensate drains lines and connect to the nearest roof drain. Condensate drain lines shall be made out of copper, painted white, and properly labeled.

3.1.29 Label all electrical equipment as per NEC. Update or provide new panel schedules for existing panel with changes.

3.1.30 All electrical work shall be in accordance with the current National Fire Protection Association (NFPA) 70, National Electrical Code (NEC), and American National Standards Institute (ANSI) C2 National Electrical Safety Code (NESC).

3.1.31 Building 1611 is not currently under the Control of the DPW BOC via its UMCS LonWorks (Johnson Controls Metasys) and it is not under Cyber Security Control via an Authority to Operate. Each HVAC unit has controller components and are "NOT" to be damaged. Existing control system communication lines are not to be disturbed. Communication control lines shall be cut with

care and labeled properly. Any control system's wiring that needs to be disconnected to remove one of the 6 units [JF1.1]shall be done carefully in order not to damage any other existing control components.

3.1.32 Contractor shall manufacture and install new unit name tags as per as- built drawings on each unit disconnect.

3.1.33

3.1.34 Phasing plan shall be submitted for approval by COR prior to demolition of HVAC units and installation of new units since building requires cooling/ heating at all times.

3.1.35 If HVAC units are not approved on the 2nd round, it is the primary Contractor's responsibility to engage in constant communication with vendors, COR, and any other sub-Contractors involved.

3.1.36 On third round of submittals Contractor shall comply with brand name described in this SOW.

3.2 Fire prevention construction guide:

3.2.1 Prior to performing "Hot Work" (welding, soldering, cutting, tar pots, etc.) or operating other flame producing devices, contractor shall request the issuance of a Hot Work Permit. Permits will not be issued in advance. Ensure all equipment is in place prior to calling. The telephone number to request the permit is 915-543-0019.

3.2.2 All painting materials to include paint brushes, empty paint cans, drop cloths etc., and flammable liquids shall be stored outside in authorized storage containers. The containers will be located at a safe distance from the building and ensure they are not obstructing any Fire Department Connections to that building.

3.2.3 Accumulation of trash, papers, shavings, sawdust, excelsior, boxes and other packing materials will be removed from the building at close of work day and disposed in proper containers located away from the building. Areas outside of the building undergoing work will be kept clean of trash, paper or other discarded combustibles.

3.2.4 Storage of lumber, roofing paper or other combustible supplies needed during construction shall be kept at a safe distance from the building if no storage yard is assigned.

3.2.5 All portable electric devices (saws, sanders, compressors, extension cords or lights) will be disconnected at the close of each workday.

3.2.6 All contractors will require their employees to familiarize themselves with locations of the nearest administrative telephones and the procedures when using their own cell phones. Employees will dial the emergency numbers provided in this guide book.

3.2.7 Contractors will report all fires no matter how small they may be. Use emergency numbers provided in the guide book.

3.2.8 Fire extinguishers in buildings shall not be removed from their locations or used for any purpose other than fire.

3.2.9 Fire hydrants will not be utilized without getting the consent of Ft. Bliss Water at 915-569-5358 or 915-564-1332 and the Asst Chief of Fire Prevention at 915-744-9896.

3.2.10 Fort Bliss Water will provide personnel for the operation of water valves pertaining to our water distribution system.

3.2.11 Smoking in buildings undergoing work is prohibited. Assign a designated smoking area with a proper receptacle for discarded smoking material located a minimum of 50' away from all buildings.

3.2.12 Contractors will notify the Fire Department if roads, Fire Lanes, etc., are to be blocked or closed. Call Dispatch at 915-744-2115 or 915-744-9172.

3.2.13 Contractors will not work on sprinkler systems or any part of the alarm system without the approval of the Fort Bliss Fire Department. You will call 915-744-2115 or 915-744-8194/8195/2817 prior to commencing work.

3.2.14 The contractor(s) Shall check for hot spots 60 minutes after hot work has been completed and will ensure hot work is cool to the touch a minimum of 60 minutes prior to contractor leaving for the day.

3.2.15 Prior to close of business each day, contractors will inspect the exterior and interior of the building to ensure all guide lines have been followed.

Listed below are other areas of concern which may pose problems in and around the

construction site:

a. Improper storage of flammable materials;

b. Cleaning with flammables;

c. Improper use of extension cords;

d. The use of electrical equipment with faulty wiring;

e. The use of tools that are not UL approved;

f. Not following Hot Work Permit guidelines;

g. Smoking in unauthorized areas and or improper discard

receptacles;

h. Blocking Fire Department Connections.

3. Project signs.

The Contractor shall install a project information signage at the work site. The sign will contain information such as project name, Contractor information, etc. A template will be provided in the design plans. The sign shall be placed where it can safely be viewed by the general public. In addition to this sign, a worksite bulletin board and Safety and Occupation Health bulletin board shall be placed where hey are accessible to workers performing work for this project. These signs shall remain in place for the duration of the construction until project acceptance.

4. Permits and Authorizations.

Any soil compaction or testing utilizing radioactive devices (e.g. nuclear soil density meters, X-Ray Fluorescence (XRF) equipment) shall require a permit before activities take place in the Installation. Request permit from Garrison Deputy Safety Mr. Michael Blondell at (915) 568-2799 email: michael.d.blondell.civ@army.mil or Garrison Safety Director Ms. Linda Alderson at (915) 568-2756 email: bouachanh.l.alderson.civ@army.mil

Contractor shall prepare and submit an application (DA Form 3337, http://armypubs.army.mil) to bring in radiation devices at least thirty (30) calendar days prior to anticipated use. Applications shall be submitted through the COR.

5. Facility Conditions.

Facility (will be) occupied during construction. Do not enter the facility without prior approval of the building user with coordination through the Contracting Officer Representative (COR). Temporary cooling heating shall be provided as RTUs are demolished/ installed.

6. Construction Specifics.

All construction work shall be performed as per the provided drawings, and specification in awarded contract.

Project Desing Plans will be provided in a separate file.

6.1 Contractor cannot commence any disturbance of soil until Site Clearance and Line Marking Request (SCLMR) dig permit is completed by DPW - Engineering Services Division PM in Section 5 final signature. Contractor shall post final/signed dig permit in Contractor's bulletin board. Contractor shall announce excavation activities within 3 business days to COR with a courtesy copy to KO and KS.

If the earth work is not started within 10-14 days of the completion of the permit, the Contractor shall request remarking of lines to all Private Utility Providers (PUPs) to include Network Enterprises Center (NEC). Any utility line damaged during excavation shall be repaired by Contractor with no charge to the Government. The dig permit is only good for 10-14 days unless all remarking is accomplished. (COR to include this paragraph 7.1 if DCLMR is applicable.)

6.2 Approvals, including a SWPPP, must be obtained for 1 acre or more surface disturbance prior to submittal of a Dig Permit request. If a Storm Water Pollution Prevention Plan (SWPPP) is anticipated for the project, the Contractor shall submit SWPPP to COR for coordination with DPW Environmental Division prior to acceptance of the Dig Permit request. Contractor shall coordinate with COR for SWPPP required format. (COR to include this paragraph 7.2 if SWPP is applicable.)

6.3 N/A

7. Contractor's Requirements for Antiterrorism /Operations Security Employee Training.

7.1 AT Level I Awareness training. This language is for contractor employees with an area of performance within an Army controlled installation, facility or area. All contractor employees, including subcontractor employees, requiring access to Army installations, facilities and controlled access areas shall complete AT Level I Awareness training within five (5) calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer, if a COR is not assigned, within five (5) calendar days after completion of training by all employees and subcontractor personnel. AT level I Awareness training is available athttps://jko.jten.mil/courses/AT-level1/launch.html

7.2 Access and general protection/security policy and procedures. This language is for contractor employees with an area of performance within Army controlled installation, facility, or area. Contractor and all associated subcontractor employees shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.2049, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) and Health Protection Condition (HPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

7.2a For contractors requiring Common Access Card (CAC). Before CAC issuance, the contractor employee requires, at a minimum, a favorably adjudicated Tier 1 background investigation, or an equivalent or higher investigation in accordance with Army Directive 201405. The contractor employee will be issued a CAC only if duties involve one of the following: (1) Both physical access to a DoD facility and access, via logon, to DoD networks onsite or remotely; (2) remote access, via logon, to a DoD network using DoDapproved remote access procedures; or (3) physical access to

multiple DoD facilities or multiple nonDoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. At the discretion of the sponsoring activity, an initial CAC may be issued based on a favorable review of the FBI fingerprint check and a successfully scheduled Tier 1 at the Office of Personnel Management.

7.2b For contractors that do not require a CAC but require access to a DoD facility or installation. Contractor and all associated subcontractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCICIII) and Terrorist Screening Database (Army Directive 201405/AR 19013), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative); or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

7.3 AT Awareness Training for Contractor Personnel Traveling Overseas. This language requires US based contractor employees and associated subcontractor employees to make available and to receive Government provided area of responsibility (AOR)-specific AT awareness training as directed by AR 52513. Specific AOR training content is directed by the combatant commander, with the unit ATO being the local point of contact.

7.4 iWATCH Training. This language is for contractor employees with an area of performance within an Army controlled installation, facility or area. The contractor and all associated subcontractors shall brief all employees on the local iWATCH Army program (training standards provided by the requiring activity ATO). This local developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 15 calendar days of contract award and within 15 calendar days of new employees commencing performance with the results reported the COR NLT 30 calendar days after contract award.

7.5 Army Verification System (AVS) registration for contractor employees who require access to government systems (ISs). All contractor employees with access to a Government IS must be registered in AVS at commencement of services and must successfully complete the DoD Information Assurance Awareness prior to access the IS and then annually thereafter. Guidance on when to create a new web-based 2878 or 7789 from IVS can be found online at https://www.aesmp.army.mil/csm?id=kb_article_view&sysparm_article=KB0014887

7.6 For contracts that require a formal OPSEC program. The contractor shall develop an OPSEC Standing Operating Procedure (SOP)/Plan within 90 calendar days of contract award, to be reviewed and approved by the responsible Government OPSEC officer. This plan will include a process to identify critical information, where it is located, who is responsible for it, how to protect it and why it needs to be protected. The contractor shall implement OPSEC measures as ordered by the commander. In addition, the contractor shall have an identified certified Level II OPSEC coordinator per AR 5301.

7.7 For contracts that require OPSEC Training. Per AR 5301, Operations Security, the contractor employees must complete Level I OPSEC Awareness training. New employees must be trained within 30 calendar days of their reporting for duty and annually thereafter. The contractor shall

submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer, if a COR is not assigned, within five (5) calendar days after completion of training by all employees and subcontractor personnel. OPSEC training is available at https://securityawareness.dcsa.mil/opsec/index.htm

7.8 For IA/IT training. All contractor employees and associated subcontractor employees must complete the DoD IA awareness training before issuance of network access and annually thereafter. All contractor employees working IA/IT functions must comply with DoD and Army training requirements in DoDD 8570.01, DoD 8570.01M and AR 252 within six months of appointment to IA/IT functions.

7.9 For IA/IT certification. Per DoD 8570.01M, DFARS 252.239.7001 and AR 252, the contractor employees supporting IA/IT functions shall be appropriately certified upon contract award. The baseline certification as stipulated in DoD 8570.01M must be completed upon contract award.

7.10 For contractors authorized to accompany the force. DFARS Clause 252.2257040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States, shall be used in solicitations and contracts that authorize contractor personnel to accompany US Armed Forces deployed outside the US in contingency operations; humanitarian or peacekeeping operations; or other military operations or exercises, when designated by the combatant commander. The clause discusses the following AT/OPSEC related topics: required compliance with laws and regulations, predeployment requirements, required training (per combatant command guidance), and personnel data required.

7.11 For Contract Requiring Performance or Delivery in a Foreign Country, DFARS Clause 252.2257043, Antiterrorism/Force Protection for Defense Contractors Outside the US. The clause shall be used in solicitations and contracts that require performance or delivery in a foreign country. This clause applies to both contingencies and noncontingency support. The key AT requirement is for nonlocal national contractor personnel to comply with theater clearance requirements and allows the combatant commander to exercise oversight to ensure the contractor's compliance with combatant commander and subordinate task force commander policies and directives.

7.12 For contracts that require handling or access to classified information. Contractor shall comply with FAR 52.2042, Security Requirements. This clause involves access to information classified "Confidential," "Secret," or "Top Secret" and requires contractors to comply with (1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22M); (2) any revisions to DOD 5220.22M, notice of which has been furnished to the contractor. A DD Form 254, DoD Contract Security Classification Specification must be completed for both solicitation and award phases for contracts requiring access to classified material.

7.12a If secure telecommunication requirements apply, include clause 252.239-7016 and follow guidance at 239.74.

7.12b If covered system support requirements apply, include provision 252.239-7017 into the solicitation, clause 252.239-7018 into the contract, and follow guidance at 239.73.

7.13 Controlled Unclassified Information (CUI). Include DFARS clause 252.204-7012, which requires the contractor to comply with NIST 800-171. Also include DFARS provision 252.204-2019 into solicitations. Acquisition officials should follow procedures outlined in DFARS 204.73 and verify vendors have an adequate NIST SP 800-171 summary assessment score within the Supplier Performance Risk System (within PIEE). If the score doesn't show a medium- or high-level assessment with a score of 110 or better (as described in the "NIST SP 800-171 DoD Assessment Methodology"), include clause252.204-7020 and obtain the vendor's "system security plan" and "plan of action" for NIST SP 800-171 verification and assurance by Army security officials.

7.14. Threat Awareness Reporting Program. For all contractors with security clearances. Per AR 381-12 Threat Awareness and Reporting Program (TARP), contractor employees must receive annual TARP training by a Counterintelligence (CI) agent or other trainer as specified in 2-4b.

9. Project Submittals.

Government review times for submittals and Request for Information (RFI) is 14 calendar days. Contractor shall provide one (1) electronic copy of all submittals to the COR, Contract Specialist (KS) and (Contracting Officer) KO by email. Form TRADOC FORM 928-R-E shall be used for the submittals. All forms shall be electronically fillable. Refer to paragraph 10. Enclosures.

9.1 Daily Reports. During construction the Daily Reports shall be provided to the COR, KS and KO by email on a Monday containing the dailies for the previous week.

9.2 Progress Payment Requirement. Contractor shall submit a progress payment based on cost per FAR 32.5. Progress Payment Request shall identify the % of construction completed in the "Contract Progress Payment Request Form". Refer to paragraph 10. Enclosures. Contractor shall submit the Progress Payment Request Form along with Certified Payrolls to COR, KS and KO by email. Contractor will be able to submit Invoice through WAWF until receiving the Pay Application approval to be signed by the KO.

9.3 Contractor shall submit ENG Form 4288-R Submittal Register and Preliminary Construction Schedule no later than (14) days after Notice to Proceed (NTP) to the COR, KS and KO listing all the submittals that are anticipated to be reviewed and approved by the COR. Then the COR will make comments to Contractor about the submittals that won't be applicable to the Project. Refer to paragraph 10. Enclosures.

9.4 After ENG Form 4288-R Submittal Register is approved by the COR, at the minimum the following submittals shall be provided by the Contractor within (14) calendar days after NTP to COR with a CC to KS and KO:

9.4.1 Site Specific Safety Plan

9.4.2 Activity Hazard Analysis

9.4.3 Quality Control Plan

9.4.4 Construction Schedule (updates required when a milestone changes or there's a modification)

9.4.5 Site Clearance and Line Marking Request (SCLMR) dig permit (if required)

9.4.6 Storm Water Pollution Prevention Plan (SWPPP) (if required)

9.4.7 Traffic Control Plan (if required)

9.4.8 (List any other submittals that COR needs within 14 calendar days after NTP)

9.5. The following submittals shall be provided by the Contractor within (30) calendar days after NTP to COR with a courtesy copy to KS and KO:

9.5.1 List of subcontractors

9.5.2 Submittals for materials

If the Contractor cannot deliver the material submittals within (30) calendar days after NTP, the Contractor shall notify the delay in writing with justification to COR, KS and KO for KO approval for extension.

If Contractor is deviating the material from the SOW requirements, the Contractor shall submit in writing the reason for any deviations and annotate such deviations on an RFI to COR, KS and KO for response prior to submission.

If material submittal has been rejected more than 3 times, the Contractor shall request a meeting to COR, KS and KO to resolve the concern.

9.5.3 Documentation of Contractor and subcontractors training certificates

9.5.4 Status of Site Clearance and Line Marking Request (SCLMR) dig permit

9.5.5 Status of SWPPP (if applicable)

9.5.6 (Other submittals to be added by COR)

9.6 Review and acceptance of submittals by the Government does not relieve the Contractor from the responsibility to meet all specifications, drawings, and other required contractual standards or regulations. The Government will require fourteen (14) calendar days for review of each submittal or resubmittal furnished by the Contractor for approval.

9.7 Closeout Documents shall be provided by the Contractor within (14) calendar days of Construction Acceptance to COR KS and KO.

9.7.1 Equipment Operation and Maintenance Manuals, Shop Drawings, and Product Data Manuals.

9.7.2 As-Built Drawings. The Contractor shall provide one (1) electronic copy in AutoCAD .dwg format, and (1) electronic copy in PDF Adobe format. (Include the request of set of mylars here and in Section 7 if applicable to new work). [Delivery of 1 set of mylar drawings 24" by 36" will be requested per TO on Section 7 - Construction Specifics if applicable for new work.]

9.7.3 Provide recycle manifest tickets (Refer to CxLog).

9.7.4 Asbestos Free Construction Letter to include Safety Data Sheets (SDS).

9.7.5 DD1354 Form (if applicable).

9.7.6 Warranties.

9.7.7 (List any other closeout documents that COR will require)

10. Enclosures.

NOTE: Attached forms are part of the original contract except ENG Form 4288-R Submittal Register. There are other forms that Contractor shall follow as included IAW division requirements. The forms below are related to the topics mentioned on this SOW for a specific contract.

10.1 ENG Form 4288-R Submittal Register

10.2 TRADOC FORM 928-R-E Material Approval Submittal

10.3 Site Clearance and Line Marking Request (SCLMR) dig permit (if required)

10.4 DPW-ESD RFI Template

10.5 Contract Progress Payment Request Form

- END OF DOCUMENT -

*** END OF NARRATIVE ***

Section 00 01 15 - List of Drawing Sheets

Schedules_RTUS_1611

*** END OF NARRATIVE ***

Identifier	Document Name	Document Description	Reference Identifier	Date	Line Item	Page Numbers	Document Type	Provided Under Separate Cover
0001	Schedules_ RTUS_161	Drawings	0001	25 Jun 2026		4	Attachment	No

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

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Product Service Description: replace 6 HVAC units Product Service Code: Z2JZ North American Industry Classification System (NAICS): 238220 Pricing Arrangement: Firm Fixed Price Plus Award Fee	1	Job		

Section 00 21 00 - Instructions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-7	System for Award Management-Registration. (Deviation 2026-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		
52.214-34	Submission of Offers in the English Language.	1991-04		
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/

https://www.acq.osd.mil/dpap/dars/class_deviations.html

(End of provision)

52.252-3	Alterations in Solicitation.	1984-04

Alterations in Solicitation (Apr 1984)

Portions of this solicitation are altered as follows:

None

(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 Defense Federal Acquisition Regulation (DFARS) (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)

Section 00 21 13 - Instructions to Bidders

INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

1. Description of the Project:

The Directorate of Public Works (DPW) at Fort Bliss, TX has a new requirement, to provide for the construction and completion of the work described. The Contractor shall furnish all labor, material, equipment, tools, transportation, and supplies necessary to complete the work according to the contract. Contractor shall replace six (6) HVAC Carrier rooftop units with new TRANE HVAC units of the same capacity as listed in the building schedule or approved equivalent. The work is located at Building 1611, within the Fort Bliss TX, Installation.

2. Instructions to Bidders:

2.1. You are invited to submit a bid in response to our Invitation for Bids (IFB) W911SG- 26-B-A009, at 10:30 AM MDT 21 August 2026 at Ft. Bliss, TX, Bldg. 111 Rm 220.

2.2. As a result of this solicitation, the Government intends to award a Firm Fixed Price (FFP) contract resulting from this solicitation to the responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to the Government, considering only price.

2.3. This solicitation is set-aside 100% for Small Businesses.

3. NOTICE OF PRE-BID CONFERENCE AND SITE VISIT:

3.1. A Pre-bid conference will be conducted on 30 July 2026 at 9:00 AM MDT for the purposes of briefing on the bid requirements and answering questions regarding this solicitation. This conference will be held at the parking lot of BLDG 1611, Fort Bliss, TX. Interested Contractors are highly encouraged to attend pre-bid conference however it is not mandatory. The site visit will be held following the conference.

3.2. The conference/site visit is limited to a maximum of two (2) attendees per

company. Contractor representatives should be prepared to furnish identification if requested.

Email the following attendees to SFC Shawn Munro at shawn.t.munro.mil@army.mil

COMPANY NAME

POC Name and position title

Telephone Number

Individual or group questions will not be answered during the site visit. Potential bidders may submit written questions in accordance with number 4 (below) of this instructions to bidders section.

3.3. Information provided at this conference or site visit shall not qualify the terms and conditions of the solicitation and specifications. Terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing. If an amendment is issued, normal procedures relating to the acknowledgment and receipt of solicitation amendments shall apply.

3.4. A record of the conference shall be made and furnished to all prospective bidders via posting at https://sam.gov/.

4. FORMAL COMMUNICATION, OFFEROR EXPLANATIONS:

Submit all questions in the format below by email to the contracting office address shown below. Do NOT contact DPW directly. Doing so will only delay your answer. All questions must come through the Contracting Office.

Subject Line: Reference No. SOLICITATION W911SG- 26-B-A009

HVAC Repair by Replacement (6 Units) Bldg. 1611

Email: shawn.t.munro.mil@army.mil

PRE-BID INQUIRY FORMAT

Date of Bid Inquiry:

From: Company Name:

Address:

Phone Number:

Fax Number:

Email address:

Bid Inquiry: (Please clearly state your question) (If sent via an attachment word docs are preferred to facilitate posting of answers to the master Q&A document.)

4.1. Any explanation desired by bidder regarding the meaning or interpretation of the solicitation, or proposals, drawings, specifications, etc. must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bid.

4.2. All questions and requests for information (RFI) must be received NO LATER THAN 6 August 2026 at 4:00 PM MDT. BIDDERS ARE STRONGLY ENCOURAGED TO SUBMIT QUESTIONS EARLY IN THIS PROCESS. **After the due date no additional RFI's will be answered**

4.3. Any changes to the drawings, specifications, etc. will be issued in the form of an amendment. However, any answers that clarify or provide an interpretation to the drawings, specifications, etc. will NOT be posted via amendment but rather as a response to the RFI on SAM at https://sam.gov/

4.4. Receipt by the bidder must be acknowledged in the space provided on the SF 1442 or by returning a signed copy of the amendment by the time set for receipt of bids.

4.5. All technical data related to this solicitation will be distributed using the SAM Contract Opportunities (https://sam.gov/) system. SAM is a web-based dissemination tool designed to safeguard acquisition-related information for all Federal agencies. Interested bidders/offerors must register with SAM before accessing the system.

4.5.1. Amendments, if/when issued will be posted to https://sam.gov/ for electronic downloading. This will normally be the only method of distributing amendments prior to closing; therefore, it is the offerors responsibility to check the website periodically for any amendments to the solicitation. Websites are occasionally inaccessible due to various reasons.

5. SUBMISSION OF BIDS: HARD COPIES (TABS A-E) SHALL BE RECEIVED IN A SEALED ENVELOPE AS INDICATED BELOW. TABS F-I SHALL BE EMAILED TO THE ADDRESS LISTED ABOVE. NO ELECTRONIC SUBMISSION OF BIDS (TABS A-E) WILL BE AUTHORIZED. ONLY TABS F-I SHALL BE EMAILED TO THE ADDRESS LISTED ABOVE IN AN EFFORT TO REDUCE WASTE. IF A HARD COPY IS NOT RECEIVED BY BID OPENING (TABS A-E), THE TABS SUBMITTED BY EMAIL (TABS F-I) WILL BE IGNORED/DELETED.

5.1. The Government will not be responsible for bids delivered to any location or to anyone other than those designated to receive bids on its behalf as indicated below. Bids shall not be addressed to any specific person. Any bids hand-delivered between 9:30 AM and 10:30 AM MDT on the due date shall only be delivered to the bid opening room at:

MICC-Fort Bliss, Room 220 111 Pershing Rd.

Fort Bliss, TX 79916

*Note: Late receipt of bids due to entry delays may not be deemed excusable and the Contracting Officer shall declare the bid "late" in accordance with RFO FAR 14.301.

All bids must be clearly identified with the bidder's name and address; and must be SEALED in an envelope (In an effort to reduce waste, please do not include a binder). To ensure timely and proper handling, the lower left corner of the outermost wrapper should indicate the following:

Invitation for Bid No: W911SG-26-B-A009 Due Date of Bids: 21 August 2026

Time by which Bids are due: 10:30 AM MDT

Title of Project: HVAC Repair by Replacement (6 Units) Bldg. 1611

Bidders submission shall consist of one (1) volume hard copy.

TAB	TITLE	ORIGINAL (HARD COPY)
A	COVER SHEET	1
B	SF 1442/ AMENDMENTS	1
C	TOTAL CONTRACT PRICE	1
D	LETTER FROM BONDING COMPANY	1
E	BID BOND GUARANTEE	1

F	SUBCONTRACTOR LIST	EMAIL
G	REPS & CERTS	EMAIL
H	DIGITALLY SIGNED DRAWINGS	EMAIL
I	PROPOSED HVAC SPECIFICATIONS	EMAIL

Bids delivered before bid opening must be delivered in person or by mail, including, Federal Express or United Parcel Service to the address as indicated below. The date and time of delivery established by these carriers is not the official time of receipt by the Government. Bidders are responsible for allowing sufficient time for the bid to be processed for receipt and are cautioned that sufficient time may be as much as 24 hours prior to the date and time designated for receipt of bids. Bids sent by Federal Express and United Parcel Service are required to be sent to:

MICC-Fort Bliss

Attention: Shawn Munro, Contract Specialist W911SG26BA009

Bldg. 111 Pershing Road

Fort Bliss, TX 79916

Bidders must allow sufficient time to complete security screening to gain admittance to Fort Bliss, TX. The Government will not be responsible for bids delivered to any location or to anyone other than those designated to receive bids on its behalf. Bidders are responsible for ensuring bids are submitted so as to reach the location designated for receipt of bids.

6. PUBLIC BID OPENING:

The bid opening will occur at the time and date specified in Block 13 of the SF1442: MICC-Fort Bliss, Room 220

111 Pershing Rd Fort Bliss, TX 79916

7. WAGE DETERMINATION:

Construction Wage Rates are applicable to this project TX20260245 as shown within the solicitation and provided as a separate attachment.

8. BID PREPARATION EXPENSES AND PRE-CONTRACT COSTS:

This IFB does not commit the Government to pay costs incurred in preparation and submission of bids or for other costs incurred prior to award of a formal contract.

9. CLAUSES:

Clauses and provisions from the Federal Acquisition Regulation (FAR) and

supplements are incorporated in this document by reference and in full text. Those incorporated by reference have the same force and effect as if they were given in full text.

10. SYSTEM FOR AWARD MANAGEMENT (SAM):

Bidder must be registered in the database IAW RFO FAR 52.204-7 in order to be awarded a contract and have the applicable NAICS code listed in RFO FAR 52.219-1(c), Small Business Program Representations, Representations.

11. DISPOSITION OF UNSUCCESSFUL BIDS:

In compliance with RFO FAR Part 4.101, the Government will retain one copy of all unsuccessful bids including the bid bond.

12. BID CONTENT/BIDDERS QUALIFICATIONS:

IFB DOCUMENTS. Contract shall be awarded to the responsive/responsible prospective contractor considering only price. Before award, to be determined responsive, a prospective contractor must furnish the following information with their bid:

a. TAB A: Cover Sheet. Coversheet shall be on company letterhead and must contain your UEI number, CAGE code, Tax ID, and authorized representative(s) who can obligate your company contractually, sign the bid, and sign, other contract actions; include telephone number with area code and complete email address for each authorized representative.

b. TAB B: Signed and completed SF 1442 along with any amendments. The SF1442 shall be submitted fully completed. The Contractor shall acknowledge any amendments to the IFB in accordance with the instructions on the SF1442. All bidders are cautioned to complete blocks 20a-20c with an original signature in block 20b. Failure to provide all of the above requirements shall render your bid nonresponsive.

c. TAB C: CLIN Price and Total Contract Amount. The Bidders shall provide page 3 and 4 of the solicitation pricing each CLIN individually and include the OVERALL contract price.(There is no box for this, please annotate sum below CLIN prices)

d. TAB D: Letter from Bonding Company. Letter must indicate the bidder's ability to obtain performance and payment bonds in the amount of their bid. Failure to provide this letter shall render your bid as nonresponsive.

e. TAB E: Bid Bond Guarantee. Per RFO FAR Part 52.228-1, failure to provide a bid bond guarantee shall render your bid non-responsive.

f. TAB F: Subcontractor List (EMAIL). Bidders shall submit a list of proposed subcontractors as an attachment to their bid. If bidder does not intend on utilizing subcontractors (self- perform), Bidder shall state so in their bid.

g. TAB G: REPRESENTATIONS, CERTIFICATIONS (EMAIL). The bidder shall ensure that their business has completed an online Representations and Certifications at the System and Awards Management (SAM) website, which may be found at https://www.sam.gov/portal/public/SAM//. It is the bidder's responsibility to ensure that the information provided in each representation and certification is completed truthfully and completely. A bidder's failure to complete the online representations and certifications prior to the close of the Solicitation (to include listing of the applicable NAICS code and applicable size standards) will result in their bid being deemed non-responsive and eliminated from further consideration. Bidders shall submit the representations and certifications listed in Section 00600 or provide a printed version of the documents from their corporate SAM profile. Bidder must be registered in the database IAW RFO FAR Part 52.204-7 in order to be awarded a contract and have the applicable NAICS code listed in RFO FAR Part 52.219-1(c), Small Business Program Representations, Representations.

h. TAB H: DIGITALLY SIGNED DRAWINGS (EMAIL). Bidders shall submit a copy of signed drawings, file name: Schedules_RTUS_1611.pdf. Please note drawings shall be digitally signed. Failure to provide digitally signed drawings shall render your bid as nonresponsive.

*** END OF NARRATIVE ***

Section 00 45 00 - Representations and Certifications

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 Compensation of Former DoD Officials.	2022-09		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	2016-10		
252.225-7055	Representation Regarding Business Operations with the	2022-05		

	Maduro Regime.	
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)

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)

52.209-13	Violation of Arms Control Treaties or Agreements-Certification. (Deviation 2026-O0038)	2026-02

Violation of Arms Control Treaties or Agreements-Certification (Feb 2026) (Deviation 2026-O0038)

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

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

[ ] (1) The Offeror certifies that-

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

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

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

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

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

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

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

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

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

(d) Do not submit an offer unless-

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

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

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

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

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

(End of provision)

52.219-2	Equal Low Bids. (Deviation 2026-O0038)	2026-02

Equal Low Bids (Feb 2026) (Deviation 2026-O0038)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

(End of provision)

DFARS Provisions Incorporated by Full Text

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

Section 00 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		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	2026-02		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02		
52.249-10	Default (Fixed-Price Construction). (Alternate I)	1984-04	Alternate I	1984-04

DFARS Clauses Incorporated by Reference

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

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.219-28	Postaward Small Business Program Rerepresentation. (Deviation 2026-O0038) (Alternate I)	2026-02	Alternate I	2026-02

Alternate I (Feb 2026) (Deviation 2026-O0038). As prescribed in 19.101(a)(2)(iii)(B), substitute the following paragraph (g)(1) for paragraph (g)(1) of the basic clause:

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

NAICS Code	Small business concern (yes/no)
238220	____
____	____
____	____

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date

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

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

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

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

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

(i) Paragraph (g) applies.

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

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

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

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

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

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

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

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

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

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

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

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

(iii) 252.225-7020, Trade Agreements Certificate.

Use with Alternate I.

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

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

Use with Alternate I.

Use with Alternate II.

Use with Alternate III.

Use with Alternate IV.

Use with Alternate V.

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

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

(g) The Offeror has completed the annual representations and certifications electronically via the SAM website at *https://www.sam.gov* After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-7 and paragraph (f) of this provision have been entered or updated within the last 12 months, are current,

accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.203-1); except for the changes identified below [*Offeror to insert changes, identifying change by provision number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS provision No.	Title	Date	Change
___	___	___	___
___	___	___	___
___	___	___	___
___	___	___	___
___	___	___	___

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

(End of provision)

252.215-7992	Only One Offer. (DEVIATION 2026-O0048)	2026-03	Deviation 2026-O0048	2026-03

ONLY ONE OFFER (DEVIATION 2026-O0048) (MAR 2026)

(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

(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 15.403-2(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7994, 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 15.404).

(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.

None

(4) As specified in FAR 15.403-1(d), 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 72 00 - General Conditions

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.202-1	Definitions.	2020-06		
52.203-3	Gratuities.	1984-04		
52.203-5	Covenant Against Contingent Fees.	2014-05		
52.203-6	Restrictions on Subcontractor Sales to the Government.	2020-06		
52.203-7	Anti-Kickback Procedures.	2020-06		
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	2014-05		
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	2014-05		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	2020-06		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-9	Personal Identity Verification of Contractor Personnel.	2011-01		
52.204-10	Reporting Executive Compensation and First-Tier	2026-02		

	Subcontract Awards. (Deviation 2026-O0038)	
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 Responsibility Matters. (Deviation 2026-O0038)	2026-02
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02
52.211-13	Time Extensions.	2000-09
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
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-	2026-02

	O0038)	
52.219-8	Utilization of Small Business Concerns. (Deviation 2026-O0038)	2026-02
52.219-33	Nonmanufacturer Rule. (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
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
52.222-35	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 Under the National Labor Relations Act. (Deviation 2026-O0038)	2026-02
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02
52.222-54	Employment Eligibility Verification. (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
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners. (Deviation 2026-O0038)	2026-02
52.223-23	Sustainable Products. (Deviation	2026-02

	2026-O0038)	
52.226-7	Drug-Free Workplace.	2024-05
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05
52.227-1	Authorization and Consent.	2020-06
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
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
52.232-8	Discounts for Prompt Payment.	2002-02
52.232-15	Progress Payments Not Included.	1984-04
52.232-17	Interest.	2014-05
52.232-23	Assignment of Claims.	2014-05
52.232-27	Prompt Payment for Construction	2017-01

	Contracts.			
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10		
52.232-39	Unenforceability of Unauthorized Obligations.	2013-06		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03		
52.233-1	Disputes. (Deviation 2026-O0038)	2026-02		
52.233-1	Disputes. (Deviation 2026-O0038) (Alternate I)	2026-02	Alternate I	2026-02
52.233-3	Protest after Award. (Deviation 2026-O0038)	2026-02		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02		
52.236-2	Differing Site Conditions. (Deviation 2026-O0038)	2026-02		
52.236-3	Site Investigation and Conditions Affecting the Work. (Deviation 2026-O0038)	2026-02		
52.236-5	Material and Workmanship. (Deviation 2026-O0038)	2026-02		
52.236-6	Superintendence by the Contractor. (Deviation 2026-O0038)	2026-02		

52.236-7	Permits and Responsibilities. (Deviation 2026-O0038)	2026-02
52.236-8	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
52.236-13	Accident Prevention. (Deviation 2026-O0038)	2026-02
52.236-15	Schedules for Construction Contracts. (Deviation 2026-O0038)	2026-02
52.236-21	Specifications and Drawings for Construction. (Deviation 2026-O0038)	2026-02
52.242-13	Bankruptcy.	1995-07
52.242-14	Suspension of Work.	1984-04
52.243-4	Changes. (Deviation 2026-O0038)	2026-02
52.244-6	Subcontracts for Commercial	2026-04

	Products and Commercial Services. (Deviation 2026-O0038)			
52.246-12	Inspection of Construction.	1996-08		
52.246-13	Inspection-Dismantling, Demolition, or Removal of Improvements.	1996-08		
52.246-21	Warranty of Construction.	1994-03		
52.246-21	Warranty of Construction. (Alternate I)	1994-03	Alternate I	1984-04
52.249-3	Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements).	2012-04		
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
252.204-7003	Control of Government Personnel Work Product.	1992-04
252.204-7004	Antiterrorism Awareness Training for Contractors.	2023-01
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
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	2019-05
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements.	2023-01
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	2014-09
252.223-7008	Prohibition of Hexavalent Chromium.	2023-01
252.225-7012	Preference for Certain Domestic Commodities.	2022-04
252.225-7048	Export-Controlled Items.	2013-06

252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	2023-06
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	2023-01
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12
252.232-7010	Levies on Contract Payments.	2006-12
252.236-7000	Modification Proposals--Price Breakdown.	1991-12
252.236-7007	Additive or Deductive Items.	1991-12
252.243-7001	Pricing of Contract Modifications.	1991-12
252.243-7002	Requests for Equitable Adjustment.	2022-12
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations.	2010-10
252.247-7023	Transportation of Supplies by Sea.	2024-10

FAR Clauses Incorporated by Full Text

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

Liquidated Damages-Construction (Sept 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of $1,17.24 for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

52.219-14	Limitations on Subcontracting. (Deviation 2026-O0038)	2026-02		

Limitations on Subcontracting (Feb 2026) (Deviation 2026-O0038)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that-

(1) Has the same small business program status as that which qualified the prime contractor for the award (*e.g.*, for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability.* This clause applies only to-

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;

(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;

(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.

(e) By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for-

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to

subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause-

By the end of the base term of the contract and then by the end of each subsequent option period; or

By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protege and its mentor approved by the Small Business Administration, the small business protege shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protege in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

52.219-28	Postaward Small Business Program Rerepresentation. (Deviation 2026-O0038)	2026-02

Postaward Small Business Program Rerepresentation (Feb 2026) (Deviation 2026-O0038)

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

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

Small business concern-

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

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

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

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

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

(3) For long-term contracts-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.225-9	Buy American-Construction Materials. (Deviation 2026-O0038)	2026-02

Buy American-Construction Materials (Feb 2026) (Deviation 2026-O0038)

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

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

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

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

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

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

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

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

Cost of components means-

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

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

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

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

Domestic construction material means-

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

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

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

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

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

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

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

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

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

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

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

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

(b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

None

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

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

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

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

(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A)*(1)* of this clause.

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

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

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

(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest foreign offer of construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(B)*(1)* of this clause.

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

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

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

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

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

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

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

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

(End of clause)

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

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

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

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

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if-

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

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

Payments under Fixed-Price Construction Contracts (May 2014)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

____ (*Name*)

____ (*Title*)

____ (*Date*)

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

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

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

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

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

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

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

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

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

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

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

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

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

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

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

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

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

(End of clause)

52.232-32 Performance-Based Payments. 2012-04

Performance-Based Payments (Apr 2012)

(a) *Amount of payments and limitations on payments*. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment*. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested

shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (a) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) *Reduction or suspension of performance-based payments*. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by

deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) 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) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under 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 following 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 (f)(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, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based 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.

(g) *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. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls*. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access*. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default*. If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-

based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation 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.

(l) *Content of Contractor's request for performance-based payment*. The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification*. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

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

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on ____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on ____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated ____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the 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.acquistion.gov

(End of clause)

52.252-4	Alterations in Contract.	1984-04

Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

None

(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 Defense Federal Acquisition Regulation (DFARS) (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
252.232-7013	Performance-Based Payments-Deliverable-Item Basis.	2022-12		

PERFORMANCE-BASED PAYMENTS-DELIVERABLE-ITEM BASIS (DEC 2022)

(a) Performance-based payments shall form the basis for the contract financing payments provided under this contract and shall apply to Contract Line Item Numbers (CLIN(s)) *0001*. The performance-based payments schedule (Contract Attachment ____) describes the basis for payment, to include identification of the individual payment events, CLINs to which each event applies, evidence of completion, and amount of payment due upon completion of each event.

(b) In accordance with 10 U.S.C. 3802(c), the Contractor's financial statements shall be in compliance with Generally Accepted Accounting Principles in order to receive performance-based payments.

(c)(1) The Contractor shall, in addition to providing the information required by FAR 52.232-32, submit information for all payment requests using the following format:

Current performance-based payment(s) event(s) addressed by this request:		
Contractor shall identify-	Amount	Totals
(1a) Negotiated value of all previously completed performance-based payment(s) event(s);	____	____
(1b) Negotiated value of the current performance-based payment(s) event(s);	____	____
(1c) Cumulative negotiated value of performance-based payment(s) event(s) completed to date (1a) + (1b); and	____	____
(2) Total costs incurred to date.	____	____

(2) Incurred cost is determined by the Contractor's accounting books and records, to which the Contractor shall provide access upon request of the Contracting Officer. An acceptable accounting system in accordance with DFARS 252.242-7006 is not required for reporting of incurred costs under this clause. If the Contractor's accounting system is not capable of tracking costs on a job order basis, the Contractor shall provide a realistic approximation of the allocation of incurred costs attributable to this contract in accordance with the Contractor's accounting system. FAR 52.232-32(m) does not require certification of incurred costs.

(d) *Security for financing*.

(1) Title to the property described in paragraph (f) of the clause at FAR 52.232-32, Performance-Based Payments, is the preferred security for receipt of performance-based payments.

(2)(i) If the Contractor's accounting system is not capable of identifying and tracking through the build cycle the property that is allocable and properly chargeable to this contract, the Contracting Officer may consider acceptance of one or a combination of the following alternative forms of security sufficient to constitute adequate security for the performance-based payments and so specify in the contract, consistent with FAR 32.202-4:

(A) A paramount lien on assets.

(B) An irrevocable letter of credit from a federally insured financial institution.

(C) A bond from a surety, acceptable in accordance with FAR part 28.

(D) A guarantee of repayment from a person or corporation of demonstrated liquid net worth, connected by significant ownership interest to the Contractor.

(E) Title to identified Contractor assets of adequate worth.

(ii) Paragraph (f) of the clause at FAR 52.232-32 does not apply to the extent that the Contractor and the Contracting Officer agree on alternative forms of security. In the event the Contractor fails to provide adequate security, as required in this contract, no financing payment will be made under this contract. Upon receipt of adequate security, financing payments will be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the provisions for contract financing. If at any time the Contracting Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided and suspend further payments to the Contractor; and the Contractor shall repay to the Government the amount of unliquidated financing payments as the Contracting Officer at his sole discretion deems repayable.

(End of clause)

252.236-7001	Contract Drawings and Specifications.	2000-08

CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall-

(1) Check all drawings furnished immediately upon receipt;

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

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

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

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

(c) In general--

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

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

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

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

Title	File	Drawing No.
Schedules_RTUS_1611	____	____
____	____	____
____	____	____
____	____	____

_____	_____	_____

(End of clause)

Section 00 73 00 - Supplementary Conditions

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: POC is the COR for the requirement. Please do not contact until the contract is awarded to your company. DoDAAC: W583FE CountryCode: USA W6CL USAG FT BLISS BLDG 2527 CHAFFEE RD, FORT BLISS TX 79916-6844 FORT BLISS, TX 79916-6844 UNITED STATES Heidi Romero

Overall Contract Delivery Period

0001	**Delivery Schedule** 1 JobAs Required 270 Calendar Days **Quantity** 1 Job **Address and POC** Service Performance Site DoDAAC: W583FE CountryCode: USA W6CL USAG FT BLISS BLDG 2527 CHAFFEE RD, FORT BLISS TX 79916-6844 FORT BLISS, TX 79916-6844 UNITED STATES

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.242-15	Stop-Work Order.	1989-08		

DFARS Clauses Incorporated by Full Text

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

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

N/A

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

Construction Invoice

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

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

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

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

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

Routing Data Table*

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	HQ0490
Issue By DoDAAC	W911SG
Admin DoDAAC	W911SG
Inspect By DoDAAC	W583FE
Ship To Code	W583FE
Ship From Code	———
Mark For Code	———
Service Approver (DoDAAC)	W583FE
Service Acceptor (DoDAAC)	W583FE

Accept at Other DoDAAC	———
LPO DoDAAC	———
DCAA Auditor DoDAAC	———
Other DoDAAC(s)	———

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

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

(g) *WAWF point of contact.*

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

WAWF: Acceptor: TBA

Contract Administrator: SFC Shawn Munro at shawn.t.munro.mil@army.mil

Contracting Officer: Flor Sanchez at flor.f.sanchez.civ@army.mil

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

(End of clause)

Section 01 00 00 - General Requirements

"General Decision Number: TX20260245 05/18/2026

State: Texas

Construction Types: Building

Counties: Texas Counties of

El Paso

Modification Number Publication Date

0 01/02/2026

1 05/18/2026

BOIL0074-003 01/01/2025

Rates Fringes

BOILERMAKER.....$ 33.17 24.92

ELEC0583-001 01/01/2025

Rates Fringes

ELECTRICIAN (EXCLUDES LOW VOLTAGE WIRING AND

INSTALLATION OF ALARMS/HVAC TEMPERATURE CONTROLS)...$ 29.50 9.39

ENGI0178-005 06/01/2020

Rates Fringes

POWER EQUIPMENT OPERATOR ((3) HYDRAULIC CRANES 59

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

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

IRON0084-011 06/01/2024

Rates Fringes

IRONWORKER: ORNAMENTAL.....$ 28.26 8.13

PLUM0412-001 01/02/2024

Rates Fringes

PLUMBER (INCLUDING HVAC PIPE INSTALLATION).....$ 40.74 15.35

SFTX0669-002 04/01/2025

Rates Fringes

SPRINKLER FITTER (FIRE SPRINKLERS).....$ 38.57 24.47

SUTX2014-021 07/21/2014

Rates Fringes

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

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

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

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

TILE SETTER.....$ 12.02 0.00

TILE FINISHER.....$ 11.22 0.00

SHEET METAL WORKER, EXCLUDES HVAC DUCT INSTALLATION.$ 21.13 6.53

SHEET METAL WORKER (HVAC DUCT INSTALLATION ONLY)....$ 23.56 3.60

ROOFER.....$ 11.42 0.00

PIPEFITTER, EXCLUDES HVAC PIPE INSTALLATION.....$ 18.15 0.98

PAINTER: BRUSH, ROLLER, AND SPRAY.....$ 12.50 0.00

OPERATOR: ROLLER.....$ 12.70 0.00

OPERATOR: PAVER (ASPHALT, AGGREGATE, AND

CONCRETE).....$ 16.03 0.00

OPERATOR: MECHANIC.....$ 17.00 0.00

OPERATOR: LOADER.....$ 12.87 0.70

OPERATOR: GRADER/BLADE.....$ 19.50 1.05

OPERATOR: FORKLIFT.....$ 14.83 0.00

OPERATOR: DRILL.....$ 16.22 0.34

OPERATOR: BULLDOZER.....$ 18.29 1.31

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

OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE.....$ 14.43 0.74

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

LABORER: ROOF TEAROFF.....$ 10.06 0.00

LABORER: PIPELAYER.....$ 11.00 3.47

LABORER: MASON TENDER - CEMENT/CONCRETE.....$ 10.82 0.96

LABORER: MASON TENDER - BRICK.....$ 12.50 2.30

LABORER: DRILLER.....$ 14.12 1.01

LABORER: COMMON OR GENERAL.....$ 9.30 0.00

IRONWORKER, STRUCTURAL.....$ 15.37 4.34

IRONWORKER, REINFORCING.....$ 15.60 0.00

INSULATOR - MECHANICAL (DUCT, PIPE & MECHANICAL

SYSTEM INSULATION).....$ 16.91 0.00

GLAZIER.....$ 15.86 1.00

FORM WORKER.....$ 12.57 1.03

FLOOR LAYER: VINYL FLOORING.....$ 12.87 0.00

FLOOR LAYER: CARPET.....$ 12.81 0.00

FENCE ERECTOR.....$ 9.93 1.83

ELECTRICIAN (LOW VOLTAGE WIRING ONLY).....$ 15.38 2.92

ELECTRICIAN (HVAC/TEMPERATURE CONTROLS INSTALLATION

ONLY).....$ 19.09 6.45

ELECTRICIAN (ALARM INSTALLATION ONLY).....$ 15.38 2.92

DRYWALL HANGER AND METAL STUD INSTALLER.....$ 12.81 0.00

CEMENT MASON/CONCRETE FINISHER.....$ 13.02 0.00

CARPENTER, EXCLUDES DRYWALL FINISHING/TAPING,

DRYWALL HANGING, FORM WORK AND METAL STUD

INSTALLATION.....$ 13.51 3.29

CARPENTER (DRYWALL FINISHING/TAPING ONLY).....$ 12.81 0.00

BRICKLAYER.....$ 16.17 0.00

WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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

for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.
Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this

wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than SU , UAVG , SA , or SC denotes that a union rate was prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

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

A UAVG rate will be updated once a year, usually in January, to

reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

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

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

State Adopted Rate Identifiers

The SA identifier indicates that the classifications and

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

WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination

b) an existing published wage determination

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to

davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

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

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

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

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

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

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

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210.

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END OF GENERAL DECISION

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*** END OF NARRATIVE ***

Requirements

Description of work: HVAC replacement (6 units)