COMBINED PRESOLICITATION/SOLICITATION
FA460026Q0098

Perimeter Security Fence, Gate, and Cable Barrier Installation

Offutt AFB, NE / Elkhorn Communications Site

This is a combined presolicitation/solicitation for commercial SERVICES (Construction) in accordance with the format in Revolutionary Federal Acquisition Regulation Overhaul (RFO) Subpart 12.202(b)(1), as supplemented with additional information included in the notice. This announcement constitutes the only solicitation; quotes are being requested, and a separate solicitation will not be issued.

Solicitation number FA460026Q0098 is issued as a Request for Quotation (RFQ) for the removal of existing perimeter fencing and the installation of a new, upgraded high-security chain link fence, automated entry gates, and an M30 P2 Integrated Cable Barrier System. This acquisition is set aside for a small business concern under NAICS 238990, All Other Specialty Trade Contractors. This solicitation incorporates provisions and clauses by reference. The full text of provisions and clauses may be accessed electronically at www.acquisition.gov. All prospective offerors must be registered in the System for Award Management (SAM) at www.sam.gov. Lack of a SAM registration will make an offeror ineligible for award.

APPLICABLE LABOR LAWS

This solicitation is subject to the Construction Wage Requirements RFO 52.222-6 and the current wage determination, Davis Bacon Act WD # NE20260027, Revised on 07/28/2026. The most updated wage determination can be found at https://sam.gov/wage-determinations.

SITE VISIT

A site visit will take place on **10 August 2026, at 9:00am CST**.

Access: Elkhorn Communications Site is not an open base, and you must have a valid ID. Anyone who does not have the necessary identification to enter the base must complete the attachment titled “55 SFS Contractor / Vendor NCIC Screening & Pass Request Spreadsheet” and return by 6 August 2026. Base access is not guaranteed.

QUESTIONS DUE DATE AND TIME

All questions concerning this solicitation shall be sent in writing to the Contracting Office by 17 August 2026, at 11:00 CST. Answers to all questions will be posted via amendment to www.sam.gov as soon as readily available.

OFFER DUE DATE AND TIME

All offers must be submitted to the Contracting Office by 21 August, at 4:30pm CST.

CONTRACTING OFFICE CONTACT INFORMATION

All information regarding this solicitation shall be sent by email to:

Contract Specialist – SrA Matthias Wilson, matthias.wilson.1@us.af.mil

Contracting Officer – SrA Dean White, dean.white.1@us.af.mil

Section A - Solicitation/Contract Form

ELKHORN SECURITY FENCE

NAICS: 238990
Size Standard: USD 19,000,000.00 Annual receipts

Small Business Type: Small Business
Set Aside Percent: 100

Product Service Code: 5660

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies / Services	Quantity	Unit	Unit Price	Amount
0001	Removal of existing perimeter fencing and the installation of a new, upgraded high-security chain link fence, automated entry gates, and an M30 P2 Integrated Cable Barrier System in accordance with the statement of work. Product Type Code: 5660 Product Service Code: Z2JZ Pricing Arrangement: Firm Fixed Price	1	Each		
000101	Funding Only SLIN				

Section C - Description/Specifications/Statement of Work

Requirements

Removal of existing perimeter fencing and the installation of a new, upgraded high-security chain link fence, automated entry gates, and an M30 P2 Integrated Cable Barrier System.

Section D - Packaging and Marking

Section E - Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: See Contract Terms and Conditions for Inspection and Acceptance criteria. DoDAAC: F3HKB1 CountryCode: USA 55 CS AF BPN NO MILSBILLS PROCESSES, 201 LINCOLN HWY STE 206 REOURCE ADV OFFUTT AFB, NE 68113-2040 UNITED STATES Brady R Bach Email: brady.bach@us.af.mil Telephone: 4022946479

Section F - Deliveries or Performance

Overall Contract Delivery Period

Line Item	Delivery Schedule	Quantity	Address and POC
0001	Delivery Schedule From date of lead time event to completion of performance 45 Calendar Days Date of Notice to Proceed Receipt	1 Each	Place of Performance DoDAAC: F3HKB1 CountryCode: USA 55 CS AF BPN NO MILSBILLS PROCESSES, 201 LINCOLN HWY STE 206 REOURCE ADV OFFUTT AFB, NE 68113-2040 UNITED STATES Brady R Bach Email: brady.bach@us.af.mil Telephone: 4022946479

Section G - Contract Administration Data

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		
252.236-7000	Modification Proposals--Price Breakdown.	Dec 1991		

DFARS Clauses Incorporated by Full Text

252.232-7006 Wide Area WorkFlow Payment Instructions. (Jan 2023)

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.

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(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.

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Construction and Facilities Management 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.

[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

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

Routing Data Table*

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	F87700
Issue By DoDAAC	FA4600
Admin DoDAAC	FA4600
Inspect By DoDAAC	FA4600
Ship To Code	____
Ship From Code	____
Mark For Code	____
Service Approver (DoDAAC)	FA4600
Service Acceptor (DoDAAC)	FA4600
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.

N/A

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

(End of clause)

Section H - Special Contract Requirements

Section I - Contract Clauses

Air Force Supplemental Clauses Incorporated by Full Text

OMBUDSMAN

1. An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the interested party to another official who can resolve the concern.
2. Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).
3. If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman, Deputy Director of Contracting, AFICC/KC (OL-ACC), 114 Thompson Street, Bldg 586, Room 129, Langley AFB, VA 23665, telephone (757) 764-5372 (DSN 574-5372) email: acc.a7k1@us.af.mil. Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/FLDCOM/DRU ombudsman level, may be brought by the interested party for further consideration to the Department of the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.
4. The ombudsman has no authority to render a decision that binds the agency.
5. Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer.

(end of clause)

ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS)

1. Contractors shall not:

1. Provide any service or product with any specification, standard, drawing, or other document that requires the use of a Class I ODS in the test, operation, or maintenance of any system, subsystem, item, component, or process; or
2. Provide any specification, standard, drawing, or other document that establishes a test, operation, or maintenance requirement that can only be met by use of a Class I ODS as part of this contract/order.

b. For the purposes of Department of the Air Force policy, the following products that are pure (i.e., they meet the relevant product specification identified in AFI 32-7086 [AR2]) are Class I ODSs:

1. Halons: 1011, 1202, 1211, 1301, and 2402;
2. Chlorofluorocarbons (CFCs): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC- 213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503; and
3. Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.

(end of clause)

HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS

In performing work under this contract on a Government installation, the contractor shall:

1. Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and
    1. Take such additional immediate precautions as the contracting officer may reasonably require for health and safety purposes
2. The contracting officer may, by written order, direct Department of the Air Force Occupational Safety and Health (AFOSH) Standards and/or health/safety standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.
3. Any violation of these health and safety rules and requirements, unless promptly corrected as directed by the contracting officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.

(end of clause)

CONTRACTOR ACCESS TO DEPARTMENT OF THE AIR FORCE INSTALLATIONS

- The contractor shall obtain base identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Department of the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.
- The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or Security Forces for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and [*insert any additional requirements to comply with local security procedures*] to obtain a vehicle pass.
- During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.
- When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with *[insert any additional requirements to comply with DAFI 31-101, Integrated Defense, and DODMAN5200.02_DAFMAN 16-1405 , Air Force Personnel Security Program]* citing the appropriate paragraphs as applicable.
- Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.
- The contractor shall provide an after-hours contact number or after-hours email in the Emergency Mass Notification System (EMNS) for each of their personnel, whose normal place of duty is on a DoD installation or within a DoD facility. The contractor shall comply with any additional requirements in DAFMAN 10-206 for emergency operational reporting. Foreign Nationals may participate and may remove themselves from the Emergency Mass Notification System at any time. To update information, personnel can access the globe icon on their system desktop screens and choose the "Access Self-Service" option.
- Failure to comply with these requirements may result in withholding of final payment.

(end of clause)

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-3	Gratuities.	Apr 1984		
52.203-6	Restrictions on Subcontractor Sales to the Government.	Jun 2020		
52.203-6	Restrictions on Subcontractor Sales to the Government. (Alternate I)	Jun 2020	Alternate I	Nov 2021
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	Feb 2026		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	Feb 2026		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	Feb 2026		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	Feb 2026		
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	Feb 2026		
52.219-8	Utilization of Small Business Concerns. (Deviation 2026-O0038)	Feb 2026		
52.219-33	Nonmanufacturer Rule. (Deviation 2026-O0038)	Feb 2026		
52.222-6	Construction Wage Rate Requirements. (Deviation 2026-O0038)	Feb 2026		
52.222-7	Withholding of Funds. (Deviation 2026-O0038)	Feb 2026		
52.222-8	Payrolls and Basic Records. (Deviation 2026-O0038)	Feb 2026		
52.222-9	Apprentices and Trainees. (Deviation 2026-O0038)	Feb 2026		
52.222-10	Compliance with Copeland Act Requirements. (Deviation 2026-O0038)	Feb 2026		
52.222-11	Subcontracts (Labor Standards). (Deviation 2026-O0038)	Feb 2026		
52.222-12	Contract Termination-Debarment.	May 2014		
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations.	May 2014		
52.222-14	Disputes Concerning Labor Standards. (Deviation 2026-O0038)	Feb 2026		
52.222-15	Certification of Eligibility.	May 2014		
52.222-35	Equal Opportunity for Veterans. (Deviation 2026-O0038)	Feb 2026		
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	Feb 2026		
52.222-37	Employment Reports on Veterans. (Deviation 2026-O0038)	Feb 2026		
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038)	Feb 2026		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	Feb 2026		
52.222-54	Employment Eligibility Verification. (Deviation 2026-O0038)	Feb 2026		
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	Apr 2026		
52.223-23	Sustainable Products. (Deviation 2026-O0038)	Feb 2026		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.228-2	Additional Bond Security.	Oct 1997		
52.228-14	Irrevocable Letter of Credit.	Nov 2014		
52.228-15	Performance and Payment Bonds-Construction.	Jun 2020		
52.229-12	Tax on Certain Foreign Procurements. (Deviation 2026-O0038)	Feb 2021		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		
52.233-3	Protest after Award. (Deviation 2026-O0038)	Feb 2026		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	Feb 2026		
52.236-2	Differing Site Conditions. (Deviation 2026-O0038)	Feb 2026		
52.236-3	Site Investigation and Conditions Affecting the Work. (Deviation 2026-O0038)	Feb 2026		

52.236-6	Superintendence by the Contractor. (Deviation 2026-O0038)	Feb 2026
52.236-8	Other Contracts. (Deviation 2026-O0038)	Feb 2026
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (Deviation 2026-O0038)	Feb 2026
52.236-10	Operations and Storage Areas. (Deviation 2026-O0038)	Feb 2026
52.236-12	Cleaning Up. (Deviation 2026-O0038)	Feb 2026
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	Feb 2026
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	Apr 2026

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	May 2024		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.223-7008	Prohibition of Hexavalent Chromium.	Jan 2023		
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022		
252.225-7048	Export-Controlled Items.	Jun 2013		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	Jun 2023		
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.243-7002	Requests for Equitable Adjustment.	Dec 2022		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		

FAR Clauses Incorporated by Full Text

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

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-

[Contracting Officer check as appropriate.]

[ ] 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 protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé 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)

DFARS Clauses Incorporated by Full Text

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

CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall-

(1) Check all drawings furnished immediately upon receipt;

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

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

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

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

(c) In general--

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

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

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

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

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

(End of clause)

Section J - List of Attachments

Number	Attachment Name	Attachment Description	Reference Identifier	Date	Line Item
02	WD - Highway - NE20260027	Wage Determination		31 Jul 2026	
03	Statement of Work Security Fencing around Elkhorn Building 200 6 July 26	Statement of Work		03 Aug 2026	

Section K - Representations, Certification, & Other Statements

FAR Clauses 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.	Sep 2024		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	Feb 2026		

DFARS Clauses Incorporated by Reference

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

FAR Clauses Incorporated by Full Text

52.229-11 Tax on Certain Foreign Procurements-Notice and Representation. (Jun 2020)

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)

DFARS Clauses Incorporated by Full Text

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

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

52.212-1 Instructions to Offerors--Commercial Products and Commercial Services.

Instructions to Offerors--Commercial Products and Commercial Services

(a) *Requirements/Guidelines to Offerors*

(1) Bonding **is required based upon the value of the quote** as follows:

a. Pursuant to RFO 28.101-1(c) a bid guarantee for this requirement has not been waived.

b. IAW RFO 28.102-1(b)(1) for construction projects greater than $35,000 but not greater than $150,000, the contractor shall submit to the Government a payment bond or irrevocable letter of credit (ILC).

c. IAW RFO 28.102-1(a), for any construction contract that exceeds $150,000 requires performance and payment bonds.

(2) Submittal Exchange or equivalent is not required for this project.

(3) Commencement, Prosecution and Completion of Work (1984). The Contractor shall be required to (a) commence work under this contract within 10 days after the date the contractor received the Notice to Proceed (NTP), (b) prosecute the work diligently, and (c) complete the entire work ready for use no later than 45 days after the date the contractor receives the NTP. The time stated for completion shall include final cleanup of premises.

(4) The target price range for this project is between $250,000 and $500,000.

(5) Identify any potential conflict of interest and/or appearance issues which may be a potential Organizational Conflict of Interest (OCI).

(b) *Submission of offers.* Submit signed and dated offers to the Contracting Office specified above, at or before 21 August, at 4:30pm CST. As a minimum, offers shall include--

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(7) The offeror is required to submit one electronic copy of the completed pricing in accordance with the CLIN structure on page 4 of this solicitation. The offeror must fill out the solicitation completely.

(8) The offeror is required to submit, no more than 10 pages, a plan describing how they will meet the requirements outlined in the SOW/SOO. The plan shall describe how the offeror will conform to the requirements outlined within the SOW/SOO. The plan shall also include all specifications of parts and equipment necessary for completion of the project.

(c) *Period for acceptance of offers*. The Offeror agrees to hold the prices in its offer firm for 40 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Late submissions, modifications, revisions, and withdrawals of offers*.

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(4) Offers may be withdrawn by written notice received before the time specified for receipt of offers. After the closing date and time established for receipt of offers, offers shall remain valid for the period specified in paragraph (b) of this provision unless released by the Contracting Officer. Any required bid guarantee shall remain in effect during the offer acceptance period.

(e) *Contract award.* The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(f) *Explanations for Unsuccessful Quoters.* The government will provide a brief explanation of the award decision that explains why the unsuccessful quoters was not selected in accordance with RFO 12.301(b). If an award notice is not posted to the GPE, the information required at RFO 5.301(c) will also be provided.

(End of provision)

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	Jan 2017		
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	Feb 2026		
52.228-17	Individual Surety-Pledge of Assets (Bid Guarantee).	Feb 2021		

DFARS Clauses 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.	Mar 2023		

FAR Clauses Incorporated by Full Text

52.228-1 Bid Guarantee. (Sep 1996)

Bid Guarantee (Sept 1996)

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

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

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

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

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

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

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

(End of clause)

Section M - Evaluation Factors for Award

FAR Clauses Incorporated by Full Text

52.212-2 Evaluation-Commercial Products and Commercial Services. (Deviation 2026-O0038) (Feb 2026)

52.212-2 Evaluation--Commercial Products and Commercial Services.

As prescribed in 12.205(a)(2), insert a provision substantially as follows:

Evaluation--Commercial Products and Commercial Services (Deviation Date)

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

(1) Price: The quotations will be ranked according to their total evaluated price (TEP) by adding the CLIN total pricing on page 4 of this solicitation. The offeror's price will be evaluated by using the procedures in RFO 12.204 in order to determine price reasonableness. For a price to be reasonable, it must represent a price that a prudent person would pay in the conduct of competitive business. Normally, price reasonableness is established through competitive quotations as described in RFO 12.204.

(2) Technical Capability: The offeror shall submit a plan describing how they will meet the requirements outlined in the SOW. The plan shall describe how the offeror will conform to the requirements outlined within the SOW. The plan shall also include all specifications of parts and equipment necessary for completion of the project. Technical quotes will be evaluated as technically acceptable or not technically acceptable based on the information submitted in comparison to the requirements of the SOW. Any additional pages beyond 10 will be discarded and not reviewed.

(3) Past Performance: The Government will evaluate the Offeror's record of recent and relevant past performance to determine whether the Offeror has demonstrated satisfactory performance on construction projects of similar size, scope, and complexity. Past Performance will be evaluated on an Acceptable/Unacceptable basis and will not be assigned an adjectival rating beyond that determination.

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

(d) *Basis for award*. The Government intends to evaluate quotations in order of ascending evaluated price, beginning with the lowest-priced quotation. The Government will evaluate the three lowest-priced quotations for Technical Capability and Past Performance acceptability. If the lowest-priced quotation is determined to be Acceptable under both non-price factors and the Offeror is determined responsible, the evaluation process may conclude, and the Government may make award without evaluating higher-priced quotations. If the lowest-priced quotation is determined Unacceptable under either non-price factor or the Offeror is found nonresponsible, the Government may proceed to evaluate the next lowest-priced quotation and continue this process until an otherwise successful Offeror is identified. Award will be made to the responsible Offeror submitting the lowest-priced offer that receives an Acceptable rating for both Technical Capability and Past Performance. If only one quote is received, award can be made if the Contracting Officer finds the quote to be technically acceptable and the price to be fair and reasonable in accordance with RFO 12. The government intends to award the contract without discussions. If the government decides to conduct discussion, all offerors will be notified as soon as possible. Clarifications conducted to resolve minor errors will not constitute discussion and the Contracting Officer reserves the right to award a contract without the opportunity for quote revisions. The government intends to award a contract without discussions (while keeping with RFO 12).

(End of provision)