SOLICITATION,OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	191BWC26R0006	☐ SEALED BID *(IFB)* ☐ INVITATION TO BID ☒ NEGOTIATED *(RFP)* ☐ REQUEST FOR PROPOSAL	08/04/2026	1 59

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
	FY264221004	

7. ISSUED BY	CODE	8. ADDRESS OFFER TO
International Boundary and Water Commission (IBWC) USIBWC - ACQUISITIONS DIV 4191 NORTH MESA ST EL PASO, TX 79902-1441	IBWC_	See Block #14

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NO. *(Include area code)(NO COLLECT CALLS)*	c. EMAIL
	Adrian I Knights	(915)832-4723	knightsai@state.gov

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" means "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying number, date)*

The Contractor shall furnish all labor, material, and equipment necessary to complete the Design-Build of Retamal Dam Buoy system. In accordance with FAR Provision 52.236-27 Alt 1, Site Visit (Construction FEB 1995) - Alternate 1 (FEB 1995), a site visit shall be held at 1000 am CST on 27 August 2026 at USIBWC Mercedes Field Office, 325 Golf Course Road, Mercedes, TX 78570. All request for information must be submitted in writing (Microsoft Word documents only) no later than 26 August 2026. Questions should be sent to adrian.knights@ibwc.gov. In accordance with FAR Part 36.204 Disclosure of the Magnitude of Construction Projects the estimated magnitude of this project is between $5,000,000 and $10,000,000. The applicable NAICS Code is 236220, Commercial and Institutional Building Construction with a small business size standard of $45 million. Offerors shall submit their proposals in accordance with the information referenced in Subsection L.01, Proposal Instructions for Both Phases

11. The Contractor shall begin performance within 30 calendar days and complete it within 485 calendar days after receiving

☐ award, ☒ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. ***(See _____.)***

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 _____ ***(hour)*** local time _____ (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 _____ 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.)*
CONTACT:	
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 ☐ 10 U.S.C. 3204(a) ( ) ☐ 41 U.S.C. 3304(a) ( )
26. ADMINISTERED BY		27. PAYMENT WILL BE MADE BY IPP Invoices to be uploaded to Invoice Processing Platform at http://www.ipp.gov CHARLESTON, SC 29415

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)* Philip Johnson

30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA	31c. DATE 08/04/2026

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Section B - Supplies or Services and Prices/Costs

Line Item Summary	Solicitation Number: 191BWC26R0006	Contract Number:	Title: Retamal Dam Buoy System		Date of Solicitation: 08/04/2026

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
001	PSC: 2050 PSC Description: BUOYS Type of Contract Pricing: Firm Fixed Price	1.0	EA	$0.00	$0.00

Delivery Schedule:

Delivery Number	Delivery Date	Quantity	FOB Point
1	05/13/2026	1.000000	Destination

Description: Design

Reference Line: FY264221004 - 001

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
002	PSC: 2050 PSC Description: BUOYS Type of Contract Pricing: Firm Fixed Price	1.0	EA	$0.00	$0.00

Delivery Schedule:

Delivery Number	Delivery Date	Quantity	FOB Point
1	05/13/2026	1.000000	Destination

Description: Construction-Labor, Equipment and Material

Reference Line: FY264221004 - 002

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
003	PSC: 2050 PSC Description: BUOYS Type of Contract Pricing: Firm Fixed Price	1.0	EA	$0.00	$0.00

Delivery Schedule:

Delivery Number	Delivery Date	Quantity	FOB Point
1	05/13/2026	1.000000	Destination

Description: Closeout, Drawing Record, and O M Manuals

Reference Line: FY264221004 - 003

	CLIN Funding:	Cost:
Base Totals:	$0.00	$0.00
Exercised Options Totals:	$0.00	$0.00
Unexercised Options Totals:	$0.00	$0.00
Base and Options Totals:	$0.00	$0.00

Section C - Descriptions/Specifications/Statement of Work

C.01 - Descriptions/Specifications/Statement of Work

The Specifications for this solicitation 191BWC26R00005 are referenced in Section J and included as attachments to this document.

C.02 - Description of Work Location

1. The site access shall be coordinated with COR Heriberto Cantu. The working hours of the USIBWC facility are 7:00am to 3:30 pm, Monday through Friday. The Contractor and any subcontractors shall only work on site during theseproposed hours. USIBWC facilities, including the dam, are closed during all Federal Holidays. Workers must passthrough USIBWC levees to access Retamal Dam. Border Patrol are present in the area. Contractor and subcontractorshall have identifying vehicular when working in the area. US Fish and Wildlife own land adjacent to Retamal Dam. Contractor shall stay clear of US Fish and Wildlife Property.
2.City: Mercedes
3.County: Hidalgo
4.State: Texas
5.Latitude : 26 03'4.684"N
6.Longitude: 98 02'5.811"W

Section D - Packaging and Marking

D.02 - Marking

All information submitted to the CO or the COR shall be clearly marked to show the Name of the Contractor and the ContractNumber.

Section E - Inspection and Acceptance

Clause	Title	Fill-ins
52.246-12	Inspection of Construction (Aug 1996)	

Section F - Deliveries or Performance

Clause	Title	Fill-ins
52.211-13	Time Extensions (Sept 2000)	
52.242-14	Suspension of Work (Apr 1984)	

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

The Contractor shall be required to (a) commence work under this contract within 10 [*Contracting Officer insert number*] calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 485.* The time stated for completion shall include final cleanup of the premises.

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

(End of clause)

Section G - Contract Administration Data

IBWC 242-70 - Designation of Contracting Officer

The Contracting Officer for this contract is:
Name:
Address:
Telephone:
(end of clause)

IBWC 242-71 - Contractor's Officer Representative

The Contracting Officer shall designate a technical representative to act for the contracting Officer during the contract period. The Contracting Officer's Representative (COR) will act for the Contracting Officer only in technical matters and will not be authorized to commit the Government on any contract terms, conditions, or changes in unit price, total contract price, quantity, or quality, or delivery schedule. Any changes to the contract in unit price, total contract price, quantity, quality, or delivery schedule will be made only by the Contracting Officer by executed modification to the contract. The Contracting Officer's Representative will be located at the .
The Contracting Officer's Representative will be appointed in writing after contract award.
(end of clause)

IBWC 242-73 - Contractor's Payment Personnel

Offerors are requested to designate the person who may be contacted for bank account and-or payment information.
Name: _____
Title: _____
Address: _____
City and State:_____
Telephone No: (___)_____
(end of clause)

IBWC 242-74 - Contracting Officer

"Contracting Officer" means a person with the authority to enter into, administer, and-or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer within the limits of their authority as delegated by the Contracting Officer.
(end of clause)

INV-IPP - ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS AND INSTRUCTIONS TO IMPLEMENT USAGE OF THE INVOICE PROCESSING PLATFORM (IPP).

(a) *Definitions.* As used in these instructions

(1)"Payment request" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Payment clause included in this contract.

(b) Except as provided in paragraph (c) of these instructions, the Contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP) at www.ipp.gov. Information regarding IPP is available on the Internet at www.ipp.gov. Assistance with the IPP application can be obtained by contacting the IPP Production Helpdesk via email IPPCustomerSupport@fiscal.treasury.gov or phone (866)973-3131. The Contractor shall ensure that its supporting documentation conforms

to IPP requirements. IPP accommodates up to **25 supporting attachments per invoice**, individual attachment file size may not exceed **ten megabytes (10mb)**. If the Contractor assesses that their supporting documentation will not reasonably conform to IPP requirements, the Contractor shall contact the Contracting Officer to explore possible alternatives. In addition, the IPP only allows certain characters to be used as the invoice number. The invoice number shall conform to the IPP convention and the attachments (if used) shall match exactly the invoice number allowed. The allowed characters in the IPP are "abcdefghijklmnopqrstuvwxyzABCDEFGHIJKLMNOPQRSTUVWXYZ0123456789-_"

(c) If the Contractor wishes to be paid via a foreign bank account, the contractor must properly fill out form GFS-FO-CLM-089 and attach it to each invoice in the IPP where payment to a foreign bank account is requested. The form can obtained by e-mailing CGFSIPPITSForm@state.gov.

(d) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing.

(e) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

[End of instructions]

G.01 - USIBWC's Small Business Subcontracting Plan Goals

Small Business: At least 23% of contract dollars must go to small businesses.
Women-Owned Small Businesses: 5% of contract dollars
Socially Disadvantaged Small Businesses: 5% of contract dollars
Service-Disabled Veteran-Owned Small Businesses: 3% of contract dollars
HUBZone Small Businesses: 3% of contract dollars

Section H - Special Contract Requirements

IBWC.01 - Performance and Payment Bonds (DEC 2015)

H.01.A. For contracts that exceed $150,000.00 the Contractor shall, within 10 calendar days after award of contract, furnish to the Government bonds as follows:
H.01.A.1. SF 25, Performance Bond. Performance bond with a surety or sureties approved by the Contracting Officer, securing performance and fulfillment of the Contractor's obligations under this contract, with a penal amount of not less than 100% of the price of the contract at the time of award.
H.01.A.2. SF 25A, Payment Bond. Payment bond with a surety or sureties approved by the Contracting Officer, assuring payment as required by law to all persons supplying labor or materials in the prosecution of the work provided for in the contract with a penal amount of not less than 100% of the price of the contract at the time of award.

H.01.B. *Costs.* All costs of furnishing performance and payment bonds shall be included in the total bid in the schedule.

H.01.C. *Requirements for execution of surety bonds.* Each surety company bond (performance or payment), that purports to have been executed by an agent or attorney in fact for the corporate surety, is required to have submitted with it a power of attorney to the signatory agency or attorney in fact, and (1) be executed by the corporate surety upon a date reasonably proximate to the date of the bond, or (2) the power of attorney shall be accompanied by a certification of the surety to the effect that the power of attorney was in full force and effect upon a date reasonable proximate to the date of the bond.

H.01.D. ***Individual Sureties.***

H.01.D.1. If individual surety bonds are furnished for payment and performance bonds, the individual sureties must submit with their bonds proof of ownership and value of the assets which they claim in their net worth. The Government's preferred method of proof is to have a statement of net worth prepared by a certified public accountant in accordance with generally accepted accounting principles. The statement of net worth on the SF 28, Affidavit of Individual Surety is not in itself sufficient and will not be accepted absent of additional proof of value and ownership.

H.01.D.2. Bidders are also cautioned that individual sureties must provide complete and detailed information in block 10 of the SF 28 concerning other contracts on which they have provided bonds. This information should include contract number, contract location, amount and type of bond, email address, and telephone number of the involved contracting officer.

H.01.D.3. Failure to provide the proof and information requested above will cause delays to the start of construction for which the contractor must bear the responsibility and may result in termination of contract for failure to provide adequate bonds.

[End of Clause]

IBWC.02 - Compensation and Liability Insurance (DEC 2015)

H.02.A. The Contractor shall within ten (10) calendar days after award of contract provide and maintain minimum insurance as follows:

H.02.A.1. **General Liability Insurance.** General Liability Insurance for bodily injury and property damage with minimum limits $500,000 each occurrence with an aggregate of $1,000,000.

H.02.A.2. **Automobile Liability.** Automobile Liability for bodily injury and property damage with minimum of $250,000 for injury to or death of any one (1) person, $500,000 each accident or occurrence for bodily injury, and $100,000 for each accident or occurrence for property damage liability.

H.02.A.3. **Worker's Compensation Insurance.** Worker's Compensation Insurance for all labor employed on the project who may come within the protection of workers' compensation laws and Employers General Liability with minimum limits of $100,000 each accident, bodily injury by disease $100,000 each employee, $500,000 aggregate. In every case the insurance coverage shall amount to at least the limits stated above. However, where the Financial Responsibility Compulsory Insurance Law of the State in which the project is located requires higher limits, the Automobile Liability Insurance Policy shall provide coverage of at least those limits required by State law. The insurance obtained by the Contractor must (1) be effective for the term of the contract and (2) must name both the United States of America by and through the United States Section of the International Boundary and Water Commission as additionally insured. The requirement for naming the United States of America as an additional insured does not apply to Worker's Compensation Insurance. Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained.

H.02.B. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer. The Contractor's written certification shall be accompanied by either a Certificate issued by the insurer or photocopies of the insurance policies which reflect that the cancellation/change provisions of this contract have been met.

H.02.C. The Contractor shall insert the substance of this clause including this paragraph in subparagraphs under this contract and shall require subcontractors to provide and maintain the same limits. At least 5 days prior to each such subcontractor's personnel commencing work on this project, the Contractor shall furnish (or ensure that there has been furnished) to the Contracting Officer a current Certificate of Insurance meeting the requirements as stated above.

[End of Clause]

IBWC.03 - Builders Risk Insurance (DEC 2015)

H.03.A. The Contractor is responsible for losses suffered prior to Government acceptance of the work. Therefore, the Contractor is responsible for protection of the work and repair of damages. For the protection of the Contractor and the Government, the Contractor is required to obtain Builder's Risk Insurance with the maximum level of coverage available in the project locality and no less than 100% of the contract price.

H.03.B. The Contractor shall not commence work under this contract until he has obtained all the insurance required and such insurance has been approved by the Contracting Officer, nor shall the Contractor allow any subcontractor to commence work on their subcontract until the insurance required of the subcontractor has been so obtained and approved.

H.03.C. The Contractor shall procure within 10 calendar days after award of contract, and maintain during the life of this contract, Builder's Risk Insurance based on 100% of the completed value of the insurable portion of the project.

H.03.D. The Contractor shall furnish the Contracting Officer with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) calendar days written notice has been received by the Contracting Officer."

H.03.E. The insurance obtained by the Contractor must (1) be effective for the term of the contract and (2) must name the United States of America by and through the United States Section of the International Boundary and Water Commission as an additional insured.
[End of Clause]

IBWC.04 - Brand Name or Equal (DEC 2015)

If items called for by this Solicitation have been identified in the specifications by a "Brand Name or Equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory (Reference Section I, FAR Clause 52.236-5 entitled Material and Workmanship). The determination as to equality of a product shall be the responsibility of the Government and will be based on information furnished during the submittal process (Reference Technical Specification Section 01.33.00-Submittals). As used in this clause, the term "brand name" includes identification of products by manufacturer, make, and/or model.
[End of Clause]

IBWC.05 - Technical Data Submittal Requirements (DEC 2015)

H.05.A. Technical data required to be provided to the government are described in the paragraph entitled "Submittal Requirements" in the Technical Specifications Section 01.33.00-Submittals .

H.05.B. If the Contractor fails to provide required technical data within the time(s) specified in this contract, or any extension, such failures shall be considered to demonstrate unsatisfactory progress and:
H.05.B.1. There shall be retained from the progress or other payments under this contract such amount(s) as the Contracting Officer considers adequate protection to the Government, therefore.
H.05.B.2. The Contractor and its sureties shall be liable to and assessed by the Government for all damages caused by such failure.
H.05.B.3. The Contractor’s right to proceed with the work that has been delayed may be terminated for default.

H.05.C. In the event the Contractor provides submittals prior to Notice to Proceed, the Government may review the submittals prior to the Notice to Proceed. The Contractor shall not seek compensation for efforts spent on the preparation of submittal documents submitted prior to the Notice to Proceed.

H.05.D. The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

H.05.E. The Government may expedite the review of submittals. Expedite is defined as any review time less than the allotted time specified for the review of the submittal in Section 01.33.00. However, the Government reserves the right to require up to the amount of time specified in Section 01.33.00 for review of submittals or resubmittals.
[End of Clause]

IBWC.06 - Accident Prevention and Pre-Planning (DEC 2015)

H.06.A. With reference to the requirements of Contract Clause 52.236-13 (Alternate I) for an overall safety program, the Contractor shall:
H.06.A.1. Submit a detailed plan for performing each major phase of work.
H.06.A.2. Require Subcontractors to submit their plan of operations showing methods they propose to use in accomplishing major phases of work.
H.06.A.3. Be prepared to discuss the plans in conferences convened by the Contracting Officer or Contracting Officer's Representative prior to starting work on each major phase of work. Plans shall include all pertinent information, such as methods of providing safety measures for personnel performing required work. The plan for accomplishing work shall be submitted prior to commencing operations.
[End of Clause]

IBWC.07 - Construction Program (DEC 2015)

H.07.A. The Contractor shall submit a progress schedule of construction in accordance with the requirements set forth in the Technical Specifications Section 01.32.16-Construction Progress Schedule . The initial compliance confirmed progress schedule under Section 01.32.16 shall serve as a baseline for the project. The Contractor's progress schedule shall account for the assigned workday calendar, seasonal weather conditions, and other constraints considered in the planning and scheduling of all work to ensure the completion within the allotted contract time. The progress schedule shall be of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a progress schedule within the time prescribed, the Contracting Officer (CO) may withhold approval of progress payments until the Contractor submits the required progress schedule. Until such time as the submitted progress schedule is compliance confirmed as the official schedule of the project, the CO may withhold approval of progress payments.

H.07.B. If, in the opinion of the CO, the Contractor falls behind the compliance confirmed progress schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the CO, without additional cost to the Government. In this circumstance, the CO may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the CO deems necessary to demonstrate how the approved rate of progress will be regained.

H.07.C. Failure of the Contractor to comply with the requirements of the CO under this clause shall be grounds for a determination by the CO that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the CO may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.
[End of Clause]

IBWC.08 - Construction Safety Standards (DEC 2015)

H.08.A. Offerors shall obtain and review the current Construction Industry "OSHA Safety and Health Standards (29 CFR 1926)" and the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, dated March 15, 2024 (see Specification

Section 01.35.23 -Safety), prior to submitting offers and preparing required safety program. Offerors shall utilize these standards in preparing required safety programs.

H.08.B. The Contractor shall comply with all pertinent provisions of the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, dated March 15, 2024. This manual is available from: www.publications.usace.army.mil/Portals/76/EM%20385-1-1%20_EFFECTIVE%2015March2024.pdf.

H.08.C. In the event there is a conflict between the requirements contained in OSHA Safety and Health Standards (29 CFR 1926), U.S. Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1), specifications paragraphs, Contractor's approved safety program, or referenced safety and health standards, the more stringent requirement will prevail.
[End of Clause]

IBWC.09 - Cultural Resources (DEC 2015)

H.09.A. In accordance with the National Historic Preservation Act of 1966 (16 U.S.C. 470), the following procedures are implemented to ensure historic preservation and fair compensation to the Contractor for delays attendant to cultural resources investigations. In the event potential historical, architectural, archaeological, or cultural resources (herein after cultural resources) are discovered during subsurface excavations at the site of construction, the following procedures shall be instituted:
H.09.A.1. The Contractor shall immediately cease work in that area, secure the location from further disturbance and possible vandalism, and immediately notify the Contracting Officer and the Contracting Officer's Representative.
H.09.A.2. The Contracting Officer shall issue a "Suspension of Work" directing the Contractor to cease all construction operations at the location of such potential cultural resources find.
H.09.A.3. Such "Suspension of Work" shall be effective until such time as a qualified archaeologist can be called to assess the value of these potential cultural resources and make recommendations to the State Historical Preservation Officer. Any "Suspension of Work" shall contain the following:
H.09.A.3.a. A clear description of the work to be suspended;
H.09.A.3.b. Any instructions regarding issuance of further orders by the Contractor for material services;
H.09.A.3.c. Guidance as to action to be taken on subcontracts;
H.09.A.3.d. Any suggestions to the Contractor as to minimization of costs;
H.09.A.3.e. Estimated duration of the temporary suspension.

H.09.B. If the archaeologist determines that the potential find is a bona fide cultural resource, at the direction of the State Historical Preservation Officer, the Contracting Officer shall extend the duration of the "Suspension of Work" in writing, and the Contractor shall suspend work at the location of the find. Equitable adjustment of the construction contract shall be made in the following manner:
H.09.B.1. **Time Extension.** If the work temporarily suspended is on the "critical path," the total number of days for which the suspension is in effect shall be added to the number of allowable contract days. If a portion of work at the time of such suspension is not on the "critical path," but subsequently becomes work on the critical path, the allowable contract time will be computed from the date such work is classified as on the critical path.
H.09.B.2. **Additional Compensation.** If, as a result of a suspension of the work, the Contractor sustains a loss which could not have been avoided by judicious handling of forces, equipment, and (plant) or redirection of forces or equipment to perform other work on the contract, there shall be paid to the Contractor an amount as determined by the Contracting Officer to be fair and reasonable compensation for the Contractor's actual loss in accordance with the following:
H.09.B.2.a. **Idle Time of Equipment.** Compensation for equipment idle time will be determined on a force account (time and materials) basis and shall include the cost of extra moving of equipment and rental loss.
H.09.B.2.b. **Idle Time of Labor.** Compensation for idle time of workers will be determined by the Contracting Officer as "Labor" less any actual productivity factor of this portion of the work force.
H.09.B.2.c. Increased Costs of Labor and Materials. Increased costs of labor and materials will be compensated only to the extent such increase was in fact caused by the suspension as determined by the Contracting Officer.

H.09.C. Compensation for actual loss due to idle time of either equipment or labor shall not include markup for profit. The hours for which compensation will be paid will be the actual normal working time during which such delay condition exists but will in no case exceed eight hours in any one day. The days for which compensation will be paid shall be full or partial calendar days, excluding Saturdays, Sundays, Federal and State holidays, during the existence of such delay.

H.09.D. ***Applicable State Historical Preservation Officer.*** The Texas Historical Commission is located at 1511 Colorado St., Austin, TX 78701. The Texas Historical Commission may be reached by email at thc@thc.state.tx.us, by telephone at (512) 463-6100, or by mail at: Mailing Address: PO Box 12276, Austin, TX 78711.
[End of Clause]

IBWC.10 - Contract Work Schedule (DEC 2015)

H.10.A. Normal working hours for the Contractor shall not be earlier than 6:00 am nor later than 5:30 pm, Monday through Friday, excluding Federal Holidays. If the Contractor wishes to work during periods other than that above or in excess of 40 hours per week, additional Government inspection forces will be required. The Contractor shall notify the Contracting Officer's Representative (COR) 3 business days in advance of their desire to work during other periods to allow the determination if additional inspection forces are reasonably available. If such forces are reasonably available, the Contracting Officer or COR may authorize the Contractor to perform work during periods other than normal duty hours/days or in excess of 40 hours per week; however, if additional inspection forces are required to perform in excess of their normal duty hours/days, the actual cost of the overtime inspection at overtime rates will be charged to the Contractor and will be deducted from the final payment of the Contract amount.

H.10.B. Consistent with Section 6103(a) of Title 5 of the United States Code the following are legal public holidays:
H.10.B.1. New Year's Day, January 1.
H.10.B.2. Birthday of Martin Luther King, Jr., the third Monday in January.
H.10.B.3. Washington's Birthday, the third Monday in February.
H.10.B.4. Memorial Day, the last Monday in May.
H.10.B.5. Juneteenth National Independence Day, June 19.
H.10.B.6. Independence Day, July 4.
H.10.B.7. Labor Day, the first Monday in September.
H.10.B.8. Columbus Day, the second Monday in October.
H.10.B.9. Veterans Day, November 11.
H.10.B.10. Thanksgiving Day, the fourth Thursday in November.
H.10.B.11. Christmas Day, December 25.

H.10.C. A listing of Federal Holidays are available at the following link:
www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/
For Holidays that fall on a Saturday, for Federal employees, the preceding Friday will be treated as a holiday for pay and leave purposes (See 5 U.S.C. 6103(b)). For Holidays that fall on a Sunday, for Federal employees, the following Monday will be treated as a holiday for pay and leave purposes (See section 3(a) of Executive order 11582, February 11, 1971).

H.10.D. If the above holidays are a paid holiday and results in works hours in excess of 40 hours in any workweek, laborers and mechanics shall be paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours consistent with FAR Clause 52.222-4.
[End of Clause]

IBWC.11 - Utility and Telephone Services (DEC 2015)

The U.S. Section, International Boundary and Water Commission will not provide utility (water, internet, gas, and electricity) and telephone services to the Contractor. The Contractor shall, at their own expense and in a workmanlike manner satisfactory to the

Contracting Officer, install and maintain all necessary temporary connections and distribution lines, and shall remove the same prior to final acceptance of the work by the Government.
[End of Clause]

IBWC.12 - Administration of Default (Fixed-Price Construction) (DEC 2015)

H.12.A. Notwithstanding Paragraph (b)(1)(xi) of Contract Clause 52.249-10, Default (Fixed-Price Construction), the Contractor shall not be excused for delays, and shall be liable for any excess costs for failure to perform, if the subcontracted or purchased supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule or other performance requirements.

H.12.B. Unusually severe weather, as used in Paragraph (b)(1) of Contract Clause 52.249-10, Default (Fixed-Price Construction), means adverse weather which at the time of the year in which it occurred, was unusual for the place in which it occurred. No matter how severe or destructive, if the weather is not unusual for the particular time and place, or if a Contractor could have reasonably foreseen it, the Contractor is not entitled to an extension in contract time. Climatological records are available for the Contractor's information online from the National Weather Service. The Government shall not be responsible for any interpretation or a conclusion drawn from the data or information by the Contractor.

H.12.C. Upon acknowledgment of the Notice to Proceed and continuing throughout the contract on a monthly basis, adverse weather will be recorded on a calendar day basis (including weekends and holidays). The COR will examine these records each month and determine whether the Contractor is entitled to a time extension.

H.12.D. Adverse weather must prevent work for 50% or more of the Contractor's work during any workday and delay work critical to the timely completion of the project.
[End of Clause]

IBWC.13 - Time Extensions for Unusually Severe Weather (DEC 2015)

H.13.A. This provision specifies the procedures for the determination of time extensions for unusually severe weather in accordance with the Contract Clause, 52.249-10, Default (Fixed-Price Construction). The listing below defines the monthly anticipated adverse weather for the contract period and is based on NOAA or similar data for the geographical location of the project. The weather conditions for this contract is based upon the weather station at McAllen, TX COOP(415701) .

H.13.B. ***Monthly Anticipated Adverse Weather Calendar Days***

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2	1	1	0	0	0	4	4	2	0	0	2	16

H.13.B. Determination:
H.13.B.1. The above schedule of anticipated adverse weather will constitute the base line for monthly (or portion thereof) weather time evaluations. Upon acknowledgment of the Notice to Proceed and continuing throughout the contract on a monthly basis, actual adverse weather days will be recorded on a calendar day basis (including weekends and holidays) and compared to the monthly anticipated weather in Paragraph H.13.A. above. For purposes of Paragraph H.13.B., the term actual adverse weather days shall include days impacted by actual adverse weather days.

H.13.B.2. The number of actual adverse weather days shall be calculated chronologically from the first to the last day in each month. Once the number of actual adverse weather days anticipated in Paragraph H.13.A. above have been incurred, the Contracting Officer will examine any subsequently occurring adverse weather days to determine whether a Contractor is entitled to a time extension. These subsequently occurring adverse weather days must prevent work for 50% or more

of the Contractor's workday and delay work critical to the timely completion of the project. These subsequently occurring adverse weather days must fall on a scheduled workday to count towards the entitled time extension. The Contracting Officer will convert any delays to meeting the above requirements to calendar days and issue a modification in accordance with the Contract Clause, 52.249-10, Default (Fixed-Price Construction).

H.13.B.3. The Contractor shall not request a modification to the contract to add the adverse weather delay days more frequently than every fourth month after the start of mobilization.

H.13.C. The Contractor's progress schedule must reflect the above anticipated adverse weather delays on all weather dependent activities.
[End of Clause]

IBWC.14 - Change Orders and Contract Modifications: Limitations on Markups (DEC 2015)

H.14.A. In the event the Government elects to direct a change order or enter into a contract modification that increases the scope of work during the course of performance of this contract, allowances for overhead and fee of higher tier subcontractors and the prime contractor shall be subject to the limitations below.

H.14.B. ***Changes and Modifications up to $150,000.00 (Exclusive of Markups)……..***
H.14.B.1. No subcontractor, vendor or material man, at any level, shall apply markups in excess of 10% overhead and 10% profit on additional contract scope, added by change order or modification, in which all, or substantially all, of the physical work is performed by a lower tier subcontractor subject to the restrictions described below.
H.14.B.2. In the event that the physical work arising out of a change order is performed by a subcontractor or vendor that is two or more levels below the general contractor, the sum of all markups for overhead and profit for all subcontractors (regardless of the number of tiers of subcontractors), and the general contractor may not exceed 5% of the price, or adjustment in price, to the lower tier subcontract under which the physical work was performed. For example, if, as a result of a change order, the contract price of a fifth tier subcontractor is increased by $150,000.00, and the work performed by this fifth tier subcontractor constitutes all or substantially all of the work contemplated by this modification or change order, the resulting increase in the price of the prime contract shall not exceed $157,500.00 ($150,000.00 x 1.05).
H.14.B.3. Overhead and fee percentages, for the purposes of this provision, shall include insurance (excluding bonds), field and office supervisors and staff (including clerical), home office overhead, field overhead, security, use of small tools, and incidental job site burdens (including office equipment, trailer rental, utilities).
H.14.B.4. Bond premium adjustments and state and local taxes arising out of changes and modifications directed by the Government shall be subject to a separate allowance independent of the overhead and fee limitations described above.
H.14.B.5. The fee and overhead limitations described above shall not apply to self performed work by any contractor at any level.
H.14.B.6. In the event that a modification or change order results in a credit(s) to the Government, the same fee and overhead restrictions shall be applied in calculating the reduction in contract price.

H.14.C. ***Changes and Modifications from $150,000.01 to $499,999.99 (Exclusive of Mark ups).*** Modify Paragraphs H.14.B.1. and H.14.B.2. above as follows:
H.14.C.1. No subcontractor or vendor, at any level, shall apply markups in excess of 2.0% overhead and 2.0% profit on additional contract scope, added by change order or modification, in which all, or substantially all, of the physical work is performed by a lower tier subcontractor subject to the restrictions in Paragraph H.14.B. above.
H.14.C.2. In the event that the physical work arising out of a change order is performed by a subcontractor or vendor that is two or more levels below the general contractor, the sum of all markups for overhead and profit for all subcontractors (regardless of the number of tiers of subcontractors), and the general contractor may not exceed 4% of the price, or adjustment in price, to the lower tier subcontract under which the physical work was performed.
H.14.C.2.a. For example, if, as a result of a change order, the contract price of a fifth tier subcontractor is increased by $200,000.00, and work performed by this fifth tier subcontractor constitutes all or substantially all of the work

contemplated by this modification or change order, the resulting increase in the price of the prime contract shall not exceed $208,000.00 ($200,000.00 x 1.04).

H.14.D. ***Changes and Modifications Exceeding $500,000.00 (Exclusive of Mark ups).*** Modify Paragraphs H.14.B.1. and H.14.B.2. above as follows:

H.14.D.1. No subcontractor or vendor, at any level including the general contractor, shall apply markups in excess of 1.5% overhead and 1.5% profit on additional contract scope, added by change order or modification, in which all, or substantially all, of the physical work is performed by a lower tier subcontractor subject to the restrictions described below:

H.14.D.2. In the event that the physical work arising out of a change order is performed by a subcontractor or vendor that is two or more levels below the general contractor, the sum of all markups for overhead and profit for all subcontractors, regardless of how of the number of tiers of subcontractors, and the general contractor may not exceed 3% of the price, or adjustment in price, to the lower tier subcontract under which the physical work was performed. For example, if, as a result of a change order, the contract price of a second tier (i.e. two tiers below the general contractor) subcontractor is increased by $600,000.00, and work performed by this second tier subcontractor constitutes all or substantially all of the work contemplated by this modification or change order, the resulting increase in the price of the prime contract shall not exceed $618,000.00 ($600,000.00 x 1.03).

H.14.D.3. The 3% total markup limitation described in Paragraphs H.14.D.1. and H.14.D.2. above shall not apply if 60% or more of the cost of the physical work contemplated by a change order or modification is performed by a subcontractor or vendor that is three or more levels below the General Contractor. In this event, the total markup limitation shall not exceed 2%. The limitations on the markup of individual subcontractors, vendors or the general contractor described in Paragraph H.14.D.1. remains unchanged.

H.14.D.3.a. For example, if, as a result of a change order, the contract price of a fifth tier subcontractor is increased by $600,000.00, and work performed by this fifth tier subcontractor constitutes 60% or more of the work contemplated by this modification or change order, the resulting increase in the price of the prime contract shall not exceed $612,000.00 ($600,000.00 x 1.02).

H.14.E. ***Additional Clarification Regarding Multi-Part Changes***

H.14.E.1. In the event that the physical work arising out of a change order or contract modification is performed by two or more firms, the value of the change for the purposes of this provision shall be based on the cumulative value of the physical work performed by all subcontractors and vendors.

H.14.E.1.a. For example, if as a result of a change order or contract modification, the fourth and fifth tier subcontractors perform work with a negotiated value of $95,000 and $65,000 respectively, the cumulative value of the change is $160,000.00.

H.14.E.2. Therefore, the change falls into the second category, $150,000.01 to $499,999.99, and the sum of all markups for overhead and profit may not exceed 4% and the resulting increase in the price of the prime contract shall not exceed $166,400 ($160,000 x 1.04).

H.14.F. ***Clarification of Contractor Levels***

NAME	DESCRIPTION	LEVEL TIER
Contractor or General Contractor	Top Level	Tier 1
Subcontractor 1	Subcontractor to Contractor	Tier 2
Subcontractor 2	Subcontractor to Subcontractor 1	Tier 3
Subcontractor 3	Subcontractor to Subcontractor 2	Tier 4
Subcontractor 4	Subcontractor to Subcontractor 3	Tier 5

[End of Clause]

IBWC.15 - Damage from the Elements - Diversion of Water (DEC 2015)

All damage and loss (whether caused by fire, flood, or any other casualty or happening) to work to be constructed or performed pursuant to the contract (whether or not covered by partial payments made by the Government) shall be at the risk of the Contractor until final acceptance of the work by the Government, and no such damage or loss shall relieve

the Contractor of, or in any way affect, the obligations to complete and deliver the work in accordance with the contract requirements, irrespective of any insurance carried by the Contractor. The Contractor shall assume full responsibility and expenses for removing, protecting and returning to the work site, any and all equipment under their care which might be endangered by said fire, flood, or happening; also, for any interference or delay in operations which might be caused by such incident(s). Any re-excavation or re-filling made necessary by damage from floods, hurricanes, storms, or water of whatever source or quantity during the course of construction and until final acceptance by the Government, shall be performed by the Contractor at their expense.
[End of Clause]

IBWC.16 - Contract Closeout Procedures (DEC 2015)

H.16.A. The following are items required from the Contractor prior to Final Payment for Construction:
H.16.A.1. AIA G707 or equivalent to, Consent of Surety Company to Final Payment
H.16.A.2. AIA G706 or equivalent to, Contractor's Affidavit of Payment of Debts and Claims
H.16.A.3. AIA G706A or equivalent to, Contractor's Affidavit to Release of Liens
H.16.A.4. IBWC Form 243, Release of Claims
H.16.A.5. IBWC Form 255, Certificate of Substantial Completion
H.16.A.6. Closeout requirements listed in the Technical Specifications (Section 01.77.19 Closeout Requirements).
[End of Clause]

IBWC.17 - Extended Warranties

H.17.A. The Contractor shall extend to the Government the following extended warranties with the same protection provided under Contract Clause FAR 52.246-21 Warranty of Construction for the periods identified below:
- All work, 2 years.

H.17.B. See Technical Specification Section 01.78.36. for additional details.

[End of Clause]

IBWC.18 - DESIGN-BUILD CONTRACT - Order of Precedence (DEC 2015)

H.18.A. In the event of conflict or inconsistency between any of the below described portions of the contract, precedence shall be given in the following order:
H.18.A.1. Any portion of the proposal or final design that exceed the requirements of the solicitation.
H.18.A.1.a. Any portion of the proposal that exceeds the final design.
H.18.A.1.b. Any portion of the final design that exceeds the proposal.
H.18.A.1.c. Where portions within either the proposal of the final design conflict, the portion that most exceeds the requirements of the solicitation has precedence.

H.18.A.2. The requirements of the solicitation, in descending order of precedence:
H.18.A.2.a. Standard Form 1442, Price Schedule, and Davis Bacon Wage Rates
H.18.A.2.b. Contract Clauses
H.18.A.2.c. Special Contract Clauses
H.18.A.2.d. Statement of Work
H.18.A.2.e. Attachments (excluding Concept Drawings)
H.18.A.2.e. Attachments (Concept Drawings)

H.18.B. Government review or acceptance of any portion of the proposal or final design shall not relieve the Contractor from responsibility for errors or omissions with respect thereto. The Contractor shall correct any errors or omissions in

the final design at their own expense. Corrections shall be signed and sealed by the design engineer and shall be provided to the Government for review within 14 calendar days of the identification of an error or omission. Acceptance must be obtained from the Government prior to the corrections being effective.
[End of Clause]

IBWC.19 - DESIGN-BUILD CONTRACT - Incorporation of Designer of Record Final Design (DEC 2015)

H.19.A. Upon Government receipt and acceptance of the Designer of Record signed and stamped final design submission for all work, a no-cost unilateral modification will be issued to incorporate the final design into the contract.

H.19.B. If the Contractor is authorized to proceed with portions of the work prior to the completion of a final design for all work, a no-cost unilateral modification will be issued for each Government accepted Designer of Record signed and stamped design submission for each portion of the work in order to incorporate that design submittal into the contract.
[End of Clause]

Section I - Contract Clauses

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

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

https://www.acquisition.gov

_____

_____

[Insert one or more Internet addresses]
(End of clause)

Clause	Title	Fill-ins
52.202-1	Definitions (Jun 2020)	
52.203-3	Gratuities (Apr 1984)	
52.203-5	Covenant Against Contingent Fees (May 2014)	
52.203-6	Restrictions on Subcontractor Sales to the Government (Jun 2020)	
52.203-7	Anti-Kickback Procedures (Jun 2020)	
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)	
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (May 2014)	
52.203-12	Limitation On Payments to Influence Certain Federal Transactions (Jun 2020)	
52.203-13	Contractor Code of Business Ethics and Conduct (Nov 2021)	
52.203-17	Contractor Employee Whistleblower Rights (Nov 2023)	

Clause	Title	Fill-ins
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)	
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011) (DEVIATION)	
52.204-13	System for Award Management-Maintenance (DEVIATION JAN 2026)	
52.204-14	Service Contract Reporting Requirements (DEVIATION JAN 2026)	
52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)	
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023)	
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (DEVIATION JAN 2026)	
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (DEVIATION JAN 2026)	
52.210-1	Market Research (DEVIATION JUN 2025)	
52.215-2	Audit and Records-Negotiation (DEVIATION FEB 2026)	
52.215-8	Order of Precedence - Uniform Contract Format (DEVIATION FEB 2026)	
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications (DEVIATION FEB 2026)	
52.215-23	Limitations on Pass-Through Charges (DEVIATION FEB 2026)	
52.219-8	Utilization of Small Business Concerns (DEVIATION FEB 2026)	
52.219-16	Liquidated Damages-Subcontracting Plan (DEVIATION FEB 2026)	
52.222-3	Convict Labor (DEVIATION FEB 2026)	
52.222-4	Contract Work Hours and Safety Standards--Overtime Compensation (DEVIATION FEB 2026)	
52.222-6	Construction Wage Rate Requirements (DEVIATION FEB 2026)	
52.222-7	Withholding of Funds (DEVIATION FEB 2026)	
52.222-8	Payrolls and Basic Records (DEVIATION FEB 2026)	
52.222-9	Apprentices and Trainees (DEVIATION FEB 2026)	
52.222-10	Compliance with Copeland Act Requirements (DEVIATION FEB 2026)	
52.222-11	Subcontracts (Labor Standards) (DEVIATION FEB 2026)	

Clause	Title	Fill-ins
52.222-12	Contract Termination-Debarment (MAY 2014)(DEVIATION FEB 2025)	
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014)	
52.222-14	Disputes Concerning Labor Standards (DEVIATION FEB 2026)	
52.222-15	Certification of Eligibility (May 2014)	
52.222-16	Approval of Wage Rates (DEVIATION FEB 2026)	
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment (DEVIATION FEB 2026)	
52.222-32	Construction Wage Rate Requirements-Price Adjustment (Actual Method) (DEVIATION FEB 2026)	
52.222-35	Equal Opportunity for Veterans (DEVIATION FEB 2026)	
52.222-36	Equal Opportunity for Workers with Disabilities (DEVIATION FEB 2026)	
52.222-37	Employment Reports on Veterans (DEVIATION FEB 2026)	
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEVIATION FEB 2026)	
52.222-44	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (DEVIATION FEB 2026)	
52.222-50	Combating Trafficking in Persons (DEVIATION FEB 2026)	
52.222-54	Employment Eligibility Verification (DEVIATION FEB 2026)	
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026 (DEVIATION FEB 2026)	
52.222-62	Paid Sick Leave Under Executive Order 13706 (DEVIATION FEB 2026)	
52.223-5	Pollution Prevention and Right-to-Know Information (May 2024)	
52.223-20	Aerosols (May 2024)	
52.223-21	Foams (May 2024)	
52.224-1	Privacy Act Notification (Apr 1984)	
52.224-2	Privacy Act (Apr 1984)	
52.224-3	Privacy Training (JAN 2017)(DEVIATION)	
52.227-4	Patent Indemnity-Construction Contracts (Dec 2007)	
52.227-17	Rights in Data - Special Works (Dec 2007)	

Clause	Title	Fill-ins
52.228-2	Additional Bond Security (Oct 1997)	
52.228-5	Insurance-Work on a Government Installation (Jan 1997)	
52.228-12	Prospective Subcontractor Requests for Bonds (Dec 2022)	
52.228-14	Irrevocable Letter of Credit (Nov 2014)	
52.228-15	Performance and Payment Bonds-Construction (Jun 2020)	
52.229-3	Federal, State and Local Taxes (Feb 2013)	
52.232-5	Payments under Fixed-Price Construction Contracts (May 2014)	
52.232-10	Payments under Fixed-Price Architect-Engineer Contracts (Apr 2010)	
52.232-17	Interest (May 2014)	
52.232-18	Availability of Funds (Apr 1984)	
52.232-23	Assignment of Claims (May 2014)	
52.232-24	Prohibition of Assignment of Claims (May 2014)	
52.232-25	Prompt Payment (Jan 2017)	
52.232-27	Prompt Payment for Construction Contracts (Jan 2017)	
52.232-33	Payment by Electronic Funds Transfer-System for Award Management (Oct 2018)	
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)	
52.233-4	Applicable Law for Breach of Contract Claim (DEVIATION JAN 2026)	
52.236-2	Differing Site Conditions (DEVIATION AUG 2025)	
52.236-3	Site Investigation and Conditions Affecting the Work (DEVIATION AUG 2025)	
52.236-5	Material and Workmanship (DEVIATION AUG 2025)	
52.236-6	Superintendence by the Contractor (DEVIATION AUG 2025)	
52.236-7	Permits and Responsibilities (DEVIATION AUG 2025)	
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (DEVIATION AUG 2025)	
52.236-10	Operations and Storage Areas (DEVIATION AUG 2025)	
52.236-11	Use and Possession Prior to Completion (DEVIATION AUG 2025)	
52.236-12	Cleaning Up (DEVIATION AUG 2025)	
52.236-13	Accident Prevention (DEVIATION AUG 2025)	

Clause	Title	Fill-ins
52.236-23	Responsibility of the Architect-Engineer Contractor (DEVIATION AUG 2025)	
52.236-24	Work Oversight in Architect-Engineer Contracts (Apr 1984)	
52.236-25	Requirements for Registration of Designers (June 2003)	
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)	
52.237-3	Continuity of Services (Jan 1991)	
52.243-1 Alt III	Changes-Fixed-Price (DEVIATION JUL 2025) - Alternate III (JUL 2025)	
52.244-4	Subcontractors and Outside Associates and Consultants (Architect-Engineer Services) (Aug 1998)	
52.244-5	Competition in Subcontracting (Aug 2024)	
52.244-6	Subcontracts for Commercial Products and Commercial Services (DEVIATION JAN 2026)	
52.245-1	Government Property (Sep 2021)	
52.245-1 Alt I	Government Property (Sep 2021) - Alternate I (Apr 2012)	
52.246-21	Warranty of Construction (Mar 1994)	
52.246-23	Limitation of Liability (Feb 1997)	
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I (Sept 1996)	
52.249-7	Termination (Fixed-Price Architect-Engineer) (Apr 1984)	
52.249-10 Alt I	Default (Fixed-Price Construction) (Apr 1984) - Alternate I (Apr 1984)	

52.203-14 - Display of Hotline Poster(s) (Nov 2021)

(a) *Definition.*

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)--

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites--

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s)	*Obtain from*
_____	_____
_____	_____

(*Contracting Officer shall insert*- (i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract--

(1) Is for the acquisition of a commercial product or commercial service; or

(2) Is performed entirely outside the United States.

(End of clause)

52.204-10 - Reporting Executive Compensation and First-Tier Subcontract Awards (DEVIATION JAN 2026)

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

Executive means officers, managing partners, or any other employees in management positions.

First-tier subcontract means a subcontract awarded directly by the Contractor to acquire supplies or services (including construction) for performing a prime contract. It does not include the Contractor’s supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a contractor’s general and administrative expenses or indirect costs.

Month of award means the month in which the Contracting Officer signs a contract or the month in which the Contractor signs a first-tier subcontract.

Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the information described at 17 CFR 229.402(c)(2).

(b) *Requirement*. Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public; therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public. Nothing in this clause requires disclosing classified information.

(c) *Reporting*. Unless otherwise directed by the Contracting Officer, or as provided in paragraph (f) of this clause, the Contractor shall report the following in the System for Award Management at https://www.sam.gov as follows:

(1) Executive compensation of the prime contractor. The Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts); loans, grants (and subgrants); cooperative agreements; and other forms of Federal financial assistance; and

(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts); loans, grants (and subgrants); cooperative agreements; and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public

has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

(2) First-tier subcontract information. The Contractor shall report the following information by the end of the month following the month of award of each first-tier subcontract award:

(i) Unique entity identifier for the subcontractor receiving the award and for the subcontractor's ultimate parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) The subcontract number assigned by the Prime Contractor.

(vii) Subcontractor's physical address.

(viii) Subcontractor's primary performance location.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) The applicable North American Industry Classification System code.

(3) Executive compensation of the first-tier subcontractor. The Contractor shall report by the end of the month following the month of award of a first-tier subcontract award and annually thereafter (calculated from the prime contract award date) the names and total compensation of each of the five most highly compensated executives for that subcontractor in the subcontractor's preceding completed fiscal year, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts); loans, grants (and subgrants); cooperative agreements; and other forms of Federal financial assistance; and

(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts); loans, grants (and subgrants); cooperative agreements; and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 (see http://www.sec.gov/answers/execomp.htm).

(d) *Restriction*. The Contractor shall not split or break down subcontracts to a value below the threshold at the Federal Acquisition Regulation 4.208(e), on the date of subcontract award, to avoid the reporting requirements in paragraph (c) of this clause.

(e) *Duration*. Continued reporting on first-tier subcontracts is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after a first-tier subcontract expires.

(f) *Exceptions.* (1) If the Contractor in the previous tax year had gross income, from all sources, under $300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under $300,000, the Contractor does not need to report awards for that subcontractor.

(g) *Prepopulated data*. The Subcontract Reports in SAM will prepopulate with some information from SAM and the Federal Procurement Data System (FPDS). If the FPDS information is incorrect, the Contractor should notify the Contracting Officer. If the SAM information is incorrect, the Contractor is responsible for correcting this information.

(End of clause)

52.209-6 - Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (DEVIATION JAN 2026)

(a) *Definition*. 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" in 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.

(b) The Government suspends or debars Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of the thresholdspecified in FAR 9.405-2(b) on the date of subcontract award, with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless a compelling reason exists to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed the threshold specified in FAR 9.405-2(b) on the date of subcontract award, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, proposed for debarment, or voluntarily excluded by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, proposed for debarment, or voluntarily excluded (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor’s knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, proposed debarment, or voluntary exclusion.

(e) *Subcontracts*. Unless this is a contract for the acquisition of commercial products or commercial services, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that—

(1) Exceeds the threshold specified in FAR 9.405-2(b) on the date of subcontract award; and

(2) Is not a subcontract for commercially available off-the-shelf items.

52.219-9 Alt II - Small Business Subcontracting Plan (DEVIATION FEB 2026) - Alternate II (FEB 2026)

(a) This clause does not apply to small business concerns.

(b) *Definitions*. As used in this clause—

Alaska Native Corporation (ANC) means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act (43 U.S.C. 1601, *et seq.*) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

Commercial plan means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial products and commercial services sold by either the entire company or a portion thereof (*e.g.*, division, plant, or product line).

Commercial product means a product that satisfies the definition of “commercial product” in Federal Acquisition Regulation (FAR) 2.101.

Commercial service means a service that satisfies the definition of “commercial service” in FAR 2.101.

Electronic Subcontracting Reporting System (eSRS) means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at http://www.esrs.gov.

Indian tribe means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

Individual subcontracting plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master subcontracting plan means a subcontracting plan that contains all the required elements of an individual subcontracting plan, except goals, and may be incorporated into individual subcontracting plans, provided the master subcontracting plan has been approved.
Reduced payment means a payment for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.
Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.
Total contract dollars means the final anticipated dollar value, including the dollar value of all options.
Untimely payment means a payment to a subcontractor that is more than 90 days past due under the terms and conditions of a subcontract for supplies and services for which the Government has paid the prime contractor.
(c) (1) The Offeror shall include with its proposal, submitted in response to this solicitation, a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business (VOSB), service-disabled veteran-owned small business (SDVOSB), HUBZone small business, small disadvantaged business (SDB), and women-owned small business (WOSB) concerns. If the Offeror is submitting an individual subcontracting plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The Contracting Officer shall include the plan in and make it a part of the resultant contract. The Offeror shall negotiate the subcontracting plan within the timeframe specified by the Contracting Officer. If the Offeror fails to submit and negotiate a subcontracting plan, the Offeror shall not be eligible for award of a contract.

(2) (i) Unless the Contractor has reason to question the representations, it may accept a subcontractor's written representations of its size and socioeconomic status as a small business or SDB, if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(ii) Unless the Contractor has reason to question the representations, it may accept a subcontractor's representations of its size and socioeconomic status as a small business or SDB in the System for Award Management (SAM) if—

(A) The subcontractor is registered in SAM; and

(B) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(iii) The Contractor may not require that the subcontractor register in SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(iv) A contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or SDB status.

(v) In order to be eligible as a VOSB, SDVOSB, HUBZone small business, or WOSB concern, subcontractor under a subcontracting plan, the small business must be certified by the Small Business Administration (SBA)
as that socioeconomic status. SBA certifications are in the Small Business Search (SBS) website at https:// search.certifications.sba.gov/.

(d) The Offeror’s subcontracting plan shall include the following:

(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business, VOSB, SDVOSB, HUBZone small business, SDB, and WOSB concerns as subcontractors. For individual subcontracting plans, and if required by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Offeror shall include all subcontracts that contribute to contract performance and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 15 U.S.C. 657r(a), an Offeror that is a mentor with an SBA-approved mentor-protégé agreement (see 13 CFR 125.9) and awards a subcontract to its protégé may apply the costs incurred for training it provides to its protégé toward its subcontracting plan goals, if the protégé is a covered territory business or the protégé’s principal office is located in the Commonwealth of Puerto Rico. In accordance with 43 U.S.C. 1626—

(i) Count subcontracts awarded to an ANC or Indian tribe toward the subcontracting goals for small business and small disadvantaged business concerns, regardless of the size or SBA certification status of the ANC or Indian tribe; and

(ii) If one or more subcontractors are in the subcontract tier between the prime Contractor and the ANC or Indian tribe, then the ANC or Indian tribe shall designate the appropriate Contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian

tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the

ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contracting Officer will consider the Contractor that awarded the subcontract to the ANC or Indian tribe the designated Contractor.

(2) A statement of–

(i) Total dollars planned to be subcontracted for an individual subcontracting plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts, including all indirect costs except as described in paragraph (g) of this clause, to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to-

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (*e.g.*, existing company source lists, SAM, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (*e.g.*, outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with–

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the Offeror will make to assure that small business, VOSB, SDVOSB, HUBZone small business, SDB, and WOSB concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the Offeror will include the clause of this contract entitled “Utilization of Small Business Concerns” in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns, including entities that are treated as small business concerns by statute for certain purposes (*e.g.*, ANCs, see 13 CFR 125.3(b)(2))) that receive subcontracts in excess of the

applicable threshold specified in FAR 19.109(a) on the date of subcontract award, with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10)Assurances that the Offeror will–

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so the Government can determine the extent of compliance by the Contractor with the subcontracting plan;

(iii) Include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts with individual subcontracting plans where the contract is intended for use by multiple agencies;

(iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at http://www.esrs.gov. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by SBA as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(vi) Provide its prime contract number, its unique entity identifier, and the e-mail address of the Offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the Offeror's efforts to locate small business, VOSB, SDVOSB, HUBZone small business, SDB, and WOSB concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (*e.g.*, SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, indicating-

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact-

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, service-disabled veteran-owned, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through-

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(12) Assurances that the Offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if–

(i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or

(ii) The Offeror used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.

(13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services, or materials or obtain the performance of construction work as described in paragraph (d)(12) of this clause. The Contractor shall submit the written explanation to the Contracting Officer within 30 days of contract completion.

(14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.

(15) Assurances that the Contractor will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the Contracting Officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor’s lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing SAM or by accessing the Small Business Search (SBS) at https://search.certifications.sba.gov/.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor’s subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, in which a small business concern received a small business preference, upon determination of the

successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.

(7) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.

(f) A master subcontracting plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided-

(1) The master subcontracting plan has been approved;

(2) The Offeror ensures that the master subcontracting plan is updated as necessary and provides copies of the approved master subcontracting plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master subcontracting plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial products and commercial services. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial product or commercial service. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. A Contractor authorized to use a commercial subcontracting plan shall include in its subcontracting goals and in its SSR all indirect costs, with the exception of those such as the following: Employee salaries and benefits; payments for petty cash; depreciation; interest; income taxes; property taxes; lease payments; bank fees; fines, claims, and dues; original equipment manufacturer relationships during warranty periods (negotiated up front with the product); utilities and other services purchased from a municipality or an entity solely authorized by the municipality to provide those services in a particular geographical region; and philanthropic contributions. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) The Contracting Officer will consider prior compliance of the Offeror with other such subcontracting plans under previous contracts in determining the responsibility of the Offeror for award of the contract.

(i) A contract may have no more than one subcontracting plan. When a contract modification exceeds the subcontracting plan threshold in FAR 19.109(a), or an option is exercised, the goals of the existing subcontracting plan shall be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively.

(j) Subcontracting plans are not required from subcontractors when the prime contract is awarded under FAR part 12, Acquisition of Commercial Products and Commercial Services, or when the subcontractor provides a commercial product or commercial service subject to the clause at FAR 52.244-6, Subcontracts for Commercial Products and Commercial Services, under a prime contract.

(k) The Contracting Officer will consider failure of the Contractor or subcontractor to comply in good faith with the clause of this contract entitled "Utilization Of Small Business Concerns," or an approved plan required by this clause, a material breach of the contract and may consider the failure in any past performance evaluation of the Contractor.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at https://www.esrs.gov. Do not include purchases from a corporation, company, or subdivision that is an affiliate of the Contractor or subcontractor in these reports. Treat subcontract awards by affiliates as subcontract awards by the Contractor. Limit subcontract award data reported by the Contractor and subcontractors to awards made to their immediate next-tier subcontractors. The Contractor and its subcontractors cannot take credit for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or SDB credit from an ANC or Indian tribe. Include in these reports only subcontracts involving performance in the United States or its outlying areas, with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas

(1) *ISR*. This report is not required for commercial plans. The report is required for each contract containing an individual subcontracting plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period. When the Contracting Officer rejects an ISR, the Contractor shall submit a corrected report within 30 days of receiving the notice of ISR rejection.

(ii) (A) When a subcontracting plan contains separate goals for the base period of the contract and each option, the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(B) If a subcontracting plan has been added to the contract pursuant to 19.302-1 or 19.301(e), the Contractor shall report its achievements on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

(iii) When a subcontracting plan includes indirect costs in the goals, include these costs in this report.

(iv) The authority to acknowledge receipt or reject the ISR resides–

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) *SSR*. (i) Reports submitted under individual subcontracting plans–

(A) This report encompasses all subcontracting under prime contracts and subcontracts with an executive agency, regardless of the dollar value of the subcontracts. This report also includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.

(B) The report may be submitted on a corporate, company or subdivision (*e.g.* plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If the Contractor or a subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over the applicable threshold specified in FAR 19.109(a), and the contract contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime contractors.

(D) The report shall be submitted annually by October 30 for the twelve month period ending September 30. When a Contracting Officer rejects an SSR, the Contractor shall submit a revised report within 30 days of receiving the notice of SSR rejection.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately
allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with
subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) *Reports submitted under a commercial plan-*

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year and all indirect costs.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

52.225-9 - Buy American-Construction Materials (DEVIATION FEB 2026)

(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".

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:_____*[Contracting Officer to list applicable excepted materials or indicate "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.	_____	_____	_____

[* *Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)*].
[*List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.*]
[*Include other applicable supporting information.*]

(End of clause)

52.225-10 - Notice of Buy American Requirement-Construction Materials (May 2014)

(a) *Definitions*. "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American-Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability*. An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers*.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers*.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.232-26 - Prompt Payment for Fixed-Price Architect-Engineer Contracts (Jan 2017)

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

(a) *Invoice payments*--

(1) *Due date*. The due date for making invoice payments is--

(i) For work or services completed by the Contractor, the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(iii) of this clause).

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

(ii) The due date for progress payments is the 30th day after Government approval of Contractor estimates of work or services accomplished.

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

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

(i) Name and address of the Contractor.

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

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

(iv) Description of work or services performed.

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

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

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

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

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

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

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

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

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

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

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

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

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

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

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance or approval is deemed to occur constructively as shown in paragraphs (a)(4)(i)(A) and (B) of this clause. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, Contractor compliance with a contract provision, or requested progress payment amounts. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.
(A) For work or services completed by the Contractor, Government acceptance is deemed to occur constructively on the 7th day after the Contractor completes the work or services in accordance with the terms and conditions of the contract.
(B) For progress payments, Government approval is deemed to occur on the 7th day after the designated billing office receives the Contractor estimates.
(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.
(5) *Discounts for prompt payment*. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with 5 CFR Part 1315.
(6) *Additional interest penalty*.
(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR Part 1315, in addition to the interest penalty amount only if--
(A) The Government owes an interest penalty of $1 or more;
(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and
(C) The contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.
(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--
(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;
(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and
(3) State that payment of the principal has been received, including the date of receipt.
(B) If there is no postmark or the postmark is illegible--
(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or
(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.
(iii) The additional penalty does not apply to payments regulated by other Government regulations (*e.g.*, payments under utility contracts subject to tariffs and regulation).
(b) *Contract financing payments*. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.
(c) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--
(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--
(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
(ii) Affected contract number and delivery order number if applicable;
(iii) Affected line item or subline item, if applicable; and
(iv) Contractor point of contact.
(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
(End of clause)

52.233-1 Alt I - Disputes - Alternate I (DEVIATION JAN 2026)

(i) The Contractor must proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

52.248-3 - 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)

52.249-2 - Termination for Convenience of the Government (Fixed-Price) (Apr 2012)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.
(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
(1) Stop work as specified in the notice.
(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
(3) Terminate all subcontracts to the extent they relate to the work terminated.
(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
(6) As directed by the Contracting Officer, transfer title and deliver to the Government--
(i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and
(ii) The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.
(7) Complete performance of the work not terminated.
(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.
(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in paragraph (b)(6) of this clause; *provided*, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.
(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.
(d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.
(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.
(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in paragraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and

(2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:
(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under paragraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.
(2) The total of--
(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under paragraph (g)(1) of this clause;
(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and
(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (g)(2)(iii) and shall reduce the settlement to reflect the indicated rate of loss.
(3) The reasonable costs of settlement of the work terminated, including--
(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value as determined by the Contracting Officer, for the loss of the Government property.
(i) The cost principles and procedures of part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.
(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.
(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--
(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;
(2) Any claim which the Government has against the Contractor under this contract; and
(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.
(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.
(m) (1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.
(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.
(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.
(End of clause)

52.249-10 - Default (Fixed-Price Construction) (Apr 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.
(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--
(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include--
(i) Acts of God or of the public enemy,
(ii) Acts of the Government in either its sovereign or contractual capacity,
(iii) Acts of another Contractor in the performance of a contract with the Government,
(iv) Fires,
(v) Floods,
(vi) Epidemics,
(vii) Quarantine restrictions,
(viii) Strikes,
(ix) Freight embargoes,
(x) Unusually severe weather, or
(xi) Delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.
(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.
(d) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.
(End of clause)

52.253-1 - Computer Generated Forms (DEVIATION FEB 2026)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, *provided* there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.
(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.
(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

J.01 - List of Attachments

191BWC26R0006.pdf
IBWC 110 Certification of Authority for Signing Bids.pdf

IBWC 116 Stmt of Equipment.pdf
IBWC 117 Pre-Bid Conference Attendence.pdf
Retamal Dam Bou DB Specs Final 326.pdf
IBWC Form 245A Minimum Quals for Award Joint Venture.pdf
IBWC Form 245 Minimum Qualifications for Award.pdf
IBWC Form 245B Backup Information.pdf
IBWC Form 245C Minimum Qualifications for Award (Performance of Work By Contractor).pdf
Wage Determination.pdf
IBWC Form 358 Nondisclosure Agreement SBU.pdf

Section L - Instructions, Conditions, and Notices to Offerors and Respondents

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

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

_____

_____

[Insert one or more Internet addresses]
(End of provision)

52.215-1 - Instructions to Offerors-Competitive Acquisition (DEVIATION FEB 2026)

(a) *Definitions*. As used in this provision-
In writing, *writing*, or *written* means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.
Proposal modification is a change made to a proposal before the request for proposal closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.
Proposal revision is a change to material elements of a proposal made after the request for proposal closing date, at the request of or as allowed by a Contracting Officer, as the result of negotiations.
Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.
(b) *Amendments to requests for proposals*. If this request for proposal (RFP) is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this RFP by the date and time specified in the amendment(s).
(c) Submission, modification, revision, and withdrawal of proposals. (1) (i) Proposals and modifications to proposals shall be—

(A) Submitted using the method and the format specified in the RFP;
(B) Addressed to the office specified in the RFP; and
(C) Showing the time and date specified for receipt, the RFP number, and the name and address of the offeror.

(ii) Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i)(B) and (C) of this provision.
(2) The first page of the proposal must show—

(i) The RFP number;
(ii) The name, address, and telephone number of the offeror (and electronic address if available);
(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the RFP and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone number (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this RFP; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the RFP by the time specified in the RFP. If no time is specified in the RFP, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii) (A) Any proposal, modification, or revision received at the Government office designated in the RFP after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(1) If it was transmitted through an electronic commerce method authorized by the RFP, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

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

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral RFPs may be withdrawn orally. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the RFP, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this RFP in English, unless otherwise permitted by the RFP, and in

U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the RFP.

(6) Offerors may submit modifications to their proposals at any time before the RFP closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date*. Proposals in response to this RFP will be valid for the number of days specified on the RFP cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data*. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend:

Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of, or in connection with, the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract.

This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this RFP to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the RFP.

(2) The Government may reject any or all proposals if such action is in the Government's interest.
(3) The Government may waive informalities and minor irregularities in proposals received.
(4) The Government intends to evaluate proposals and award a contract without negotiations with offerors (except clarifications as described in FAR 15.202(b)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct negotiations if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly evaluated proposals.
(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
(7) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
(8) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
(9) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
(10) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weaknesses or deficiencies in the debriefed offeror's offer.
(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
(iv) A summary of the rationale for award.
(v) For acquisitions of commercial products, the make and model of the product to be delivered by the successful
offeror.
(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection
procedures set forth in the RFP, applicable regulations, and other applicable authorities were followed by the agency.
(vii) For DoD contracts in excess of $10 million but not in excess of $100 million with a small business or nontraditional defense contractor (10 U.S.C. 3014), an option for the contractor to request disclosure of the agency's written source selection decision document, redacted to protect the confidential and proprietary information of other offerors for the contract award.
(viii) For award of a DoD contract in excess of $100 million, disclosure of the agency's written source selection decision document, redacted to protect the confidential and proprietary information of other offerors for the contract award.

(End of provision)

52.215-20 - Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (DEVIATION FEB 2026)

(a) Exceptions from certified cost or pricing data. (1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered*. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial product and commercial service exception*. For a commercial product and commercial service exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include-

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), *e.g.,* wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for certified cost or pricing data*. If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-1 of FAR 15.408-2, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-1 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.403-4.

(End of provision)

52.215-22 - Limitations on Pass-Through Charges-Identification of Subcontract Effort (DEVIATION FEB 2026)

(a) *Definitions*. Added value, excessive pass-through charge, subcontract, and subcontractor, as used in this provision, are defined in the clause of this request for proposals entitled "Limitations on Pass-Through Charges" (FAR 52.215-23).

(b) *General*. The offeror's proposal shall exclude excessive pass-through charges.

(c) Performance of work by the Contractor or a subcontractor. (1) The offeror shall identify in its proposal the total cost of the work to be performed by the offeror, and the total cost of the work to be performed by each subcontractor, under the contract, task order, or delivery order.

(2) If the offeror intends to subcontract more than 70 percent of the total cost of work to be performed under the contract, task order, or delivery order, the offeror shall identify in its proposal-

(i) The amount of the offeror's indirect costs and profit/fee applicable to the work to be performed by the subcontractor(s); and

(ii) A description of the added value provided by the offeror as related to the work to be performed by the subcontractor(s).

(3) If any subcontractor proposed under the contract, task order, or delivery order intends to subcontract to a lower-tier subcontractor more than 70 percent of the total cost of work to be performed under its subcontract, the offeror shall identify in its proposal-

(i) The amount of the subcontractor's indirect costs and profit/fee applicable to the work to be performed by the lower-tier subcontractor(s); and

(ii) A description of the added value provided by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

(End of provision)

52.216-1 - Type of Contract (DEVIATION FEB 2026)

The Government contemplates award of a Firm-Fixed Priced (FFP) [Contracting Officer insert specific type of contract] contract resulting from this solicitation.

(End of provision)

52.233-2 - Service of Protest (DEVIATION JAN 2026)

(a) Protests, (as defined in FAR 33.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.
(b) The copy of any protest must be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

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

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for--
August 27 2026

(c) Participants will meet at--
325 Golf Course Road, Mercedes Texas

(End of provision)

L.01 - PRE-BID CONFERENCE AND SITE VISIT

L.01.A. All potential bidders are requested to attend the Pre-Bid Conference/Site Visit to be held at: USIBWC Mercedes FieldOffice, 325 Golf Course Road, Mercedes Texas on August 27, 2026 at 10:00 AM CDT.
L.01.B. Names of individuals who plan to attend shall be furnished before August 26, 2026 by email submission to Adrian.Knights@ibwc.gov.
L.01.C. Due to time, distance, and cost associated with the Pre-Bid Conference, prospective bidders who fail to attend on thescheduled date will not be given a further opportunity to do so.
L.01.D. The purpose of the conference is to provide prospective bidders, subcontractors and suppliers, an opportunity to observeand evaluate project conditions. Questions in advance of the Pre-Bid Conference/Site Visit may be presented in writing, by emailingAdrian.Knights@ibwc.gov, referencing the solicitation number 191BWC26R0006. Answers to written questions will be preparedand discussed during a questions and answer period at the conference. Questions shall be submitted to arrive at the aforementioned address no later than August 21, 2026.
L.01.E. While every effort will be made to provide meaningful responses or clarifications to all inquiries, no answer shall be binding by the Government unless submitted in writing and subsequently answered by means of a formal amendment to this solicitation. After the Pre-Bid Conference, written questions may be submitted to the aforementioned email until on September 3,2026. Questions received after the cut-off deadline will NOT be responded to, unless deemed significant by the Contracting Officer orthe question conveys a material mistake and/or error in the Request for Proposal.

L.02 - General Proposal Instructions

ALL Prior instructions requiring hard copies hard copies or physical submission media are replavved in their entirety. The USIBWCwill accept only electronic submission.
L.02.A. In order to assess the Offeror's qualifications, the Offeror shall submit a proposal in accordance with the instructionscontained in this provision. The Offeror is advised to carefully read the entire Solicitation.
L.02.A.1. To safeguard procurement information, USIBWC requires all file exchanges and official communications conductedthrough IBWC authorized platforms, including OneDrive and SharePoint, to be initiated and accessed using a business, corporate, orenterprise managed email account. Personal, free, consumer, disposable, temporary, or anonymous email services are prohibited fortransmitting, accessing, uploading, downloading, or storing IBWC information.
L.02.A.2. Prohibited email domains include, but are not limited to, gmail.com, googlemail.com, yahoo.com, aol.com, outlook.com,hotmail.com, live.com, msn.com, icloud.com, me.com, mac.com, proton.me, protonmail.com, gmx.com, mail.com, zoho.com,yandex.com, and similar consumer or temporary email services. USIBWC may deny or revoke SharePoint access when the requestedemail address uses a prohibited or blocked domain.
L.02.A.3. This requirement supports federal information security obligations, agency cybersecurity policy, and the protection ofprocurement sensitive information and Controlled Unclassified Information, when applicable. Business email domains also supportuser verification, access accountability, and traceability for external file sharing.
L.02.B. Due to the schedule and security requirements associated with this solicitation, all proposals must be submitted exclusivelythrough the USIBWC secure Microsoft SharePoint portal. This replaces instructions for hard copy, mailed, hand delivered, faxed, orphysical media submissions.
L.02.B.1. Email Access Request. Offerors must submit an email request to the Contracting Officer to gain access to their designatedSharePoint upload folder.
Instructions for Access:
1. Email Access Request:Vendors must submit an email request to the Contracting Officer to gain access to their designated SharePoint upload folder.
Send request to: Adrian.Knights@ibwc.gov
Subject line: "Request for SharePoint Access – Solicitation 191BWC26R0006"
Include the following in your request:
1.
•
Company name
•
Name of the authorized representative
•
Email address (this must be the individual uploading the proposal)
•
Contact phone number
L.02.B.2. Business Email Requirement. The authorized representative's email address must be a business, corporate, or enterprisemanaged email account associated with the Offeror, proposed team member, or other legitimate business entity. Requests submittedfrom personal, free, consumer, disposable, temporary, or anonymous email accounts will not be accepted for SharePoint access.
L.02.B.3. One Authorized Representative. Only one access request per Offeror will be honored unless the Contracting Officerdetermines that additional access is required. The SharePoint link is non transferable and must not be forwarded or shared. Accesscredentials must not be used by unauthorized personnel.
L.02.B.4. Access Request Deadline. All access requests must be submitted no later than August 31, 2026.
. Offerors are responsible for submitting a timely request using an acceptable business email account. USIBWC is not responsible forlate proposal submissions caused by an Offeror's failure to request access timely or by use of a prohibited email domain.
L.02.B.5. SharePoint Access Period. Offerors will be granted access to upload proposals starting September 4, 2026.
L.02.B.6. Proposal Submission Deadline. All proposals must be uploaded by September 9, 2026, at 3:00 PM MST.
. Late uploads will not be accepted, and expired links will not be reactivated except as authorized by the Contracting Officer inaccordance with the solicitation and applicable FAR requirements.
L.02.B.7. Change in Authorized Representative. If an Offeror needs to change the authorized representative before the proposal duedate, the Offeror must submit a written request to the Contracting Officer from a business, corporate, or enterprise managed emailaccount. The Contracting Officer must approve the change before any new SharePoint access is granted.
L.02.B.8. Prohibited Submission Methods. Email, fax, mailed, hand delivered, or physical media proposals will not be acceptedunless the solicitation is formally amended by the Contracting Officer.
L.02.B.9. Communications with USIBWC. Communications regarding this solicitation shall be submitted only to the ContractingOfficer identified in the solicitation. Offerors shall use a business, corporate, or enterprise managed email account for officialcommunications with USIBWC.

L.02.C ARRANGEMENT OF PROPOSAL
The proposal shall consist of separate electronic volumes, each submitted as a separate PDF file titled as follows:

Volume	Title	File Format
I	Business Proposal	1 PDF
II	Technical Proposal	1 PDF
III	Pricing Proposal	1 PDF

Each file must be titled in the following format: [OfferorName]_Vol_[I/II/III]_[ProposalType].pdf.
Example:ABCConstruction_Vol_II_TechnicalProposal.pdf
Email, fax, mailed, or hand-delivered proposals will not be accepted under any circumstances
L.02.D. Each Offeror shall submit a complete and thorough proposal in accordance with the instructions in this Solicitation. Such aproposal: (1) is for the total requirement and scope stated in the Solicitation and (2) accepts the provisions, terms and conditions, andclauses stated in all sections of this Solicitation.
L.02.D.1. Failure to list an item in the proposal that is required does not negate the Offeror's obligation to meet those requirement.
L.02.D.2. Items in the proposal that contradict the requirements do not change nor negate the Offeror's obligation to meet thoserequirement.
L.02.E. General Contents.
L.02.E.1. Proposals shall be appropriately labeled.
L.02.E.2. All pages shall be identified with the name of the Offeror and Solicitation number, to the extent practicable.
L.02.E.3. Proposals shall be specific and complete in every detail.
L.02.E.4. Proposals shall conform to all Solicitation provisions, clauses, and other requirements.
L.02.E.5. Proposals shall be logically assembled, practical, legible, clear, concise, coherent, and indexed.
L.02.E.6. Packages lacking any of the items that are required may be considered as incomplete and nonresponsive.
L.02.G. Business Proposal (Volume I). Refer to the requirements contained in the Business Proposal Offeror StatementsInstructions provision of this Solicitation.
L.02.H. Technical Proposal (Volume II). Refer to the requirements contained in the Technical Proposal Instructions provision ofthis Solicitation.
L.02.I. Pricing Proposal (Volume III). Refer to the requirements contained in the Pricing Proposal Instruction provision of thisSolicitation.
L.02.J. Proposals shall be evaluated in accordance with the Evaluation Factors (included in Section M).
L.02.K. Use and Disclosure of Proposal Information. Offerors must visibly mark all pages of their proposal that they consider tocontain confidential and/or proprietary information per FAR 52.215-1(e).
L.02.L.1. If the Offeror is including marked confidential and/or proprietary information from one of their team members (seeL.05.B.2.c. for team member definition), a release from said team member shall be provided allowing the use of confidential and/ orproprietary information by Offeror.
L.02.L.2. All proposals will be subject to Freedom of Information Act disclosure except information exempt from release per 5 USC552. This includes:
L.02.L.2.a. Trade secrets.
L.02.L.2.b. Privileged or confidential manufacturing processes and techniques.
L.02.L.2.c. Commercial and financial information that is privileged or confidential, including cost breakdowns, profit, indirect costrates, and similar information.
L.02.L.2.d. The names of individuals providing reference information about an Offeror’s past performance.
L.02.L. Proposal Due Dates. Proposals shall be submitted by the due date listed in the Solicitation SF-1442 Item 13.

L.03 - Business Proposal Offeror Statements Instruction

L.03.A. General. All representations, certifications, and other Offeror statements shall be identified as Volume I of the Offeror'sproposal and shall be an orderly, specific, and complete document in every detail.
L.03.B. The following items shall be included:
L.03.B.1. Table of Contents. The Table of Contents shall list all sections of the business proposal including all enclosures,attachments, tables, drawings, charts, and any other material which summarizes data or information contained or referenced in theproposal.
L.03.B.2. SF#1442. Offerors shall submit a completed and signed SF#1442 as a part of their proposal package.
L.03.B.3. Amendments. Offerors shall provide acknowledgement of ALL amendments issued against the Solicitation as a part oftheir proposal package.
L.03.B.4. IBWC Form 110. Offerors shall submit a completed IBWC Form 110 as a part of their proposal package.
L.03.B.5. IBWC Form 116. Offerors shall submit a completed IBWC Form 116 as a part of their proposal package.
L.03.B.6. IBWC Form 117. Offerors shall submit a completed IBWC Form 117 as a part of their proposal package.
L.03.B.7. Additional information required by the Solicitation to be furnished by the Offeror which is not required to be obtained inanother volume of the proposal, such as, the Small Business Subcontracting Plan.
L.03.B.8. Requests for any waivers of any Solicitation provisions or Contract clauses.

L.03.B.9. A summary of any exemptions from, or deviations to, any Solicitation requirements (Sections A through M). Allexemptions from or deviations to items required by the Solicitation requirements as well as the Technical Specifications or ContractDrawings shall be detailed in the Technical Proposal and Pricing Proposal.
L.03.B.10. Proposal Guarantee. Offeror shall provide a guarantee in accordance with Section L.04 and FAR 52.228-1 as a part oftheir proposal package.
L.03.B.11. Section K. Offerors shall provide a completed Section K for ALL provisions as a part of their proposal (FAR Clauses52.204-8, 52.204-17, and 52.209-7). NOTE: In accordance with the provision at 52.204-8, if the provision at 52.204-7 is included inthe Solicitation, paragraph iv. of 52.204-8 applies.
L.03.B.12. Offerors shall provide a completed L.07 as a part of their proposal.
L.03.B.13. Minimum Qualification for Award (Responsibility Documents)

(1) IBWC Form 245 – Minimum Qualifications for Award (Prime/Company). Required for all offerors.

(2) IBWC Form 245A – Minimum Qualifications for Award (Joint Venture). Required for each JV participant, if proposing as a JV.

(3) IBWC Form 245B – Backup Information. Required only for the projects cited to support Forms 245/245A. Provide one Form 245B per project cited.

(4)IBWC Form 245C. Offerors shall submit a completed IBWC Form 245C as a part of their proposal package.

The Government will use these forms solely to confirm minimum qualifications and responsibility in accordance with FAR Part 9. They are treated as pass/fail compliance and are not scored under Section M.

L.05 - Technical Proposal Instructions

L.05.A. General. The Technical Proposal shall be identified as Volume II of the Offeror's proposal and shall be an orderly, specific,and complete document in every detail. It shall be presented in a manner which allows it to “stand alone” without the need toreference other documents. It shall convincingly describe the capability of the Offeror's organization to participate in this project andeffectively demonstrate a thorough understanding of the work required in this Solicitation.
L.05.A.1.. The proposal shall be complete with all items noted in Subsection B below included. Failure to include listed items mayresult in a finding that the Offeror cannot meet the Contract requirements.
L.05.A.2. The proposal shall be organized and written so that it can be easily read and meaningfully evaluated by USIBWCpersonnel from a variety of different functional and technical disciplines.
L.05.A.3. It shall be a coherent document free of internal inconsistencies as well as inconsistencies with other volumes of theproposal.
L.05.A.3. The Technical Proposal shall not contain any cost or pricing information.
L.05.B. Technical Proposal. The Technical Proposal shall contain the following factors (1., 2., 3., etc.) and subfactors (a., b., c.,etc.). All factors and subfactors will be evaluated.
L.05.B.1. Submittal Compliance
L.05.B.1.a. Formatting. Proposals shall be legible, clear, and easy to read. To assist in the uniform evaluation of proposals, thefollowing format shall be utilized in preparing the technical proposal:
L.05.B.1.a.i. -- Table of Contents. The Table of Contents shall list all sections of the Technical Proposal including a list of any tables,drawings, charts, and all other enclosures which summarize data or information.
L.05.B.1.a.ii. -- The Technical Proposal shall not exceed 40 pages in length (40 single-sided), excluding cover page, table of contents,indices, resumes, certificates, client authorization letters, divider pages, and OSHA forms.
L.05.B.1.a.ii.(a). -- To aid in readability, schedules will count the same as a 8.5 inch x 11 inch page toward the maximum page count.
L.05.B.1.a.iii. -- Proposals shall be uncomplicated, legible, with text no smaller than 10 point font (this does not include graphics,captions, tables, and charts) printed in black on white, uncolored background. Offerors shall use their best judgment in selecting theappropriate font size and color for graphics, caption, tables, and charts to ensure that they are legible.
L.05.B.1.a.iv. -- Pages shall be consistently formatted with the same font type and size, number of columns, paragraph settings, etc.
L.05.B.1.a.v. -- Page Numbering. All pages in the proposal that count towards the maximum number of pages (B.1.a.ii.) shall beconsecutively numbered (including pages with tables and exhibits). The Offeror shall clearly identify/label all exhibits and supportinginformation.
L.05.B.1.a.vi. -- Proposal shall be organized by factor and subfactor providing the material in each section that directly pertains to therequired information.

L.05.B.1.a.vii. -- All information shall be submitted in electronic format (pdf). Pdfs shall be high quality scan or shall be a documentproduced directly to pdf.
L.05.B.1.b. Instructions.
L.05.B.1.b.i. -- Proposals shall be provided per the instructions included within this Solicitation.
L.05.B.1.b.ii. -- Offerors shall only submit material that is directly pertinent to the requirements of this Solicitation.
L.05.B.1.b.iii. -- Information shall be consistent and logically presented. Only duplicate information if absolutely required.
L.05.B.1.b.iv. -- Illustrations shall be used wherever practical to depict organizations, systems and layout, implementation schedules,plans, etc.
L.05.B.1.b.v. -- Extraneous narrative, elaborate brochures, uninformative promotional material, unnecessary resumes, and so forth,shall not be submitted.
L.05.B.1.b.v.(a). -- Information submitted beyond that noted herein will be counted as part of the maximum allowable pages.
L.05.B.2. Technical Plan for Construction -- The technical plan will be evaluated on the extent to which the Offeror demonstratestechnical sufficiency in the proposed technical and management approach to perform and support the requirements of the Solicitation.
L.05.B.2.a. Executive Summary. The Executive Summary shall include a brief discussion of how the required work will beperformed and important highlights of the proposal.
L.05.B.2.b. Ability. Offerors shall provide detailed information relating to each proposed task area(s) which demonstrates theirteam's understanding of and ability to satisfactorily meet the work requirements. The Offeror shall tailor their Technical Plan tohighlight their capabilities, the Offeror's Team, and key personnel.
L.05.B.2.b.i. -- Demonstrated ability includes providing a narrative summary of relative experience that explains how such experiencerelated to the required task(s) and the Offeror’s ability to satisfy the requirements.
L.05.B.2.b.ii. -- General statements made by the Offeror such as “We have reviewed the requirements and can meet the statedrequirements,” shall NOT be considered a demonstration of Offeror’s ability to perform.
L.05.B.2.b.iii. -- In no instance shall the Offeror copy or repeat the Technical Specifications verbatim.
L.05.B.2.b.iv. -- Examples of how to approach the work, especially problem areas, adds to the depth of the technical plan.
L.05.B.2.b.v. -- If the Offeror plans to change the work that is shown in the Contract Drawings through either different means andmethods or via betterments (see L.05.B.2.e.) then additional information is required to show that the alternative is viable.
L.05.B.2.c. -- Team. Identify the primary members of the Offeror's Team including major subcontractors with over 15 percent of theproject value and all consultants, major vendors, professional services, and all testing firms/laboratories. All of these entities togetherwith the Offeror themselves form the Offeror's Team. Team member refers to a company or firm that is part of the Offeror's Team.
L.05.B.2.c. -- Identify the purpose/task/service that each team member will perform.
L.05.B.2.c.ii. -- Offeror shall submit the name, address, phone number, and primary point-of-contact for each team member.
L.05.B.2.c.iii. -- For all proposed teaming and/or joint venture arrangements (more than one contractor), the Offeror shall clearlyidentify the roles and responsibilities of each member.
L.05.B.2.c.iv. -- After initial submittal, changes to team members (including major subcontractors with over 15 percent of the projectvalue and all consultants, professional services, and all testing firms/laboratories) cannot be made without USIBWC approval. Acknowledgement of this requirement shall be included.
L.05.B.2.c.v. -- USIBWC may disqualify an Offeror (prime contractor and joint ventures) if they belong to another Offeror's Team asa subcontractor, consultant, major vendor, professional services, etc. associated with this project. Subcontractors may be proposed assuch on more than one Offeror's Team.
L.05.B.2.d. Resources. The Technical Proposal shall also include details of available resources to handle unforeseen problems anddelays in order to maintain the schedule and completion date.
L.05.B.2.e. -- Proposed Betterment(s). As part of the Technical Plan, Offeror may propose a betterment to the Contract. This is anoptional subfactor and inclusion in the Offeror’s proposal may increase the overall factor rating. Award of Contract to an Offeror witha proposed betterment implies acceptance of that betterment and it shall become a requirement of the Contract. An Offeror statingno betterments are included will not be negatively rated. If the Government agrees the proposed item is beneficial, the Offeror’sproposed betterment will be noted as a strength. If the Government does not agree the proposed item is beneficial, the Offeror’sproposed betterment will not result in a negative rating.
L.05.B.2.e.i. -- Betterments are parts of Offers that are meant to increase the value of the Offeror’s proposal. The betterment mustprovide a benefit to the Government that will impact the end product. Betterments may include, but are not limited to, a reductionin overall schedule, higher quality product/material, extended warranty beyond that required in specifications or any combination ofthese
L.05.B.2.e.ii. -- Betterments do not include any items for the benefit of the Contractor’s schedule, cost, and/or means and methods.
L.05.B.2.e.iii. -- Betterments must be a specific, firm part of the proposed offer and included either at no additional cost or at abeneficial cost to the Government in order to be considered an advantage. Items mentioned as general statements or potential offerswithout any commitment shall not be considered betterments and offer no advantage.
L.05.B.3. Past Performance

L.05.B.3.a. Offerors shall distribute signed Client Authorization Letters and Past Performance Questionnaires (see Section JAttachments for the questionnaire and sample letter) to current or past customers for projects completed within the past 10 years thatwere similar in scope, magnitude, and complexity to this requirement.
L.05.B.3.a.i. -- Offer shall provide Past Performance Questionnaires for all members of the Offeror's Team who are being proposed toperform at least 15 percent of the work.
L.05.B.3.a.ii. -- If a joint venture agreement exists for the Offeror, then past performance questionnaires are required for the jointventure. If no past performance exists for the joint venture, then provide past performance questionnaires for all companies in thejoint venture.
L.05.B.3.a.iii. -- If an official partnership exists for the Offeror, then past performance questionnaires are required for all companies inthe agreement.
L.05.B.3.a.iv. -- Include a list of all past performance questionnaire requests sent including name of recipient, name Agency orCompany, project title, and project location.
L.05.B.3.a.v. -- Include copies of all signed Client Authorization letters in this section of the Technical Proposal.
L.05.B.3.a.vi. -- Past performance questionnaires shall be evaluated on the extent they show relevant performance, safety, and thelikelihood of success in meeting the Government’s requirements as identified in the Solicitation.
L.05.B.3.a.vii. -- A minimum of 5 past performance questionnaires (for each company identified in i., ii., and iii. above) shall beprovided to the Contracting Officer.
L.05.B.3.a.viii. -- Do not include copies of the past performance questionnaires in the Technical Proposal.
L.05.B.3.a.ix. -- Members of the Offeror's Team and/or members of a partnership or joint venture cannot complete Past PerformanceQuestionnaires for other team members.
L.05.B.3.a.x. -- Magnitude refers to dollar amount of work. Similar in magnitude refers to projects priced at 85% of your bid andabove.
L.05.B.3.a.xi. -- Note the following regarding qualifying experience similar in scope and complexity.
L.05.B.3.a.xi.(a) -- Scope refers to technical requirements of work.
L.05.B.3.a.xi.(b) -- Complexity refers to difficulty of performing work due to many varied interrelated parts.
L.05.B.3.a.xi.(c) -- Similar in scope refers to the same type of work with comparable or greater quantities.
L.05.B.3.a.xi.(d) -- Mass excavation and mass grading is not considered similar earthwork experience. Earthwork is the preciseplacement of engineered soils to meet detailed requirements (e.g. earthen dams, levees, bridge abutments, building pads, etc.).
L.05.B.3.a.xi.(e) -- Levees involve constructing earthwork with restrictive soil types and soils testing.
L.05.B.3.b. Company History. Provide answers to the following questions for all members of the Offeror's Team who are beingproposed to perform at least 15 percent of the work. This includes any previous iterations of the companies and any companiespurchased, merged into, or otherwise incorporated together that were used as the basis for any relevant experience in B.4.b.
L.05.B.3.b.i. -- Do you have a Dun & Bradstreet (D&B) PAYDEX (up to 24 month) OR an Experian Business Credit Score of 65 orgreater? Provide the score. (100-Best, 0-Worst)
L.05.B.3.b.ii. -- Are you currently involved in any litigation with any Federal agencies? If so, list the name of the court case and thecase number.
L.05.B.3.b.iii. -- Provide a printout of a D&B report OR an Experian report that is less than 30 days old.
L.05.B.4. Experience -- This applies to the Offeror's Team who are being proposed to perform at least 15 percent of the work.
L.05.B.4.a. Organizational Structure. Furnish a narrative description of the organizational structure and function of the jobsitemanagement and home office.
L.05.B.4.a.i. -- Provide an organizational chart that includes all of Offeror's Team as well as the Construction Quality ControlSystem Manager, Site Safety and Health Officer, QC testing laboratory, Superintendent, Project Manager, Scheduler, aggregate piersubcontractor, the soil column/mixing subcontractor, and other primary subcontractors.
L.05.B.4.a.ii. -- Chart shall show lines of authority.
L.05.B.4.a.iii. -- Organizational structure shall be evaluated against Specification Section 01.31.00, Section 01.32.16, Section01.35.23, Section 01.43.26, and Section 01.45.00.
L.05.B.4.b. Dry Soil Mixing Experience. Furnish complete and detailed information regarding construction contracts for pastprojects which show Offeror's Team experience in work matching the dry soil mixing requirements of this Solicitation.
L.05.B.4.b.i. -- Provide details showing how the soil mixing (sub)contractor meets the requirements of Specification Section 31.32.131.10.A.
L.05.B.4.b.i.(a) -- Do not simply provide a project list.
L.05.B.4.b.i.(b) -- Do not simply provide project names without detailed project descriptions.
L.05.B.4.b.ii. -- Provide details showing how the soil mixing design engineer meets the requirements of Specification Section31.32.13 1.10.B. Provide full resumes for each of these proposed personnel. Review the Technical Specifications for qualificationrequirements for all positions.
L.05.B.4.b.iii. -- If Offeror plans to use a different dry soil mixing plan than the one indicated in the Contract Drawings, then provide ageneral layout, calculations, and description indicating how the plan will vary from the Contract Drawings yet still meet SpecificationSection 31.32.13 1.9.A. 1.9.B., and 1.9.C.

L.05.B.4.c. Aggregate Piers (Stone Columns) Experience. Furnish complete and detailed information regarding constructioncontracts for past projects which show Offeror's Team experience in work matching the aggregate pier/stone column requirements ofthis Solicitation.
L.05.B.4.c.i. -- Provide details showing how the aggregate pier (sub)contractor meets the requirements of Specification Section31.66.13 1.9.A.
L.05.B.4.c.i.(a) -- Do not simply provide a project list.
L.05.B.4.c.i.(b) -- Do not simply provide project names without detailed project descriptions.
L.05.B.4.c.ii. -- Provide details showing how the aggregate pier design engineer meets the requirements of Specification Section31.66.13 1.9.B. Provide full resumes for each of these proposed personnel. Review the Technical Specifications for qualificationrequirements for all positions.
L.05.B.4.c.iii. -- If Offeror plans to use a different aggregate pier/stone column plan than the one indicated in the Contract Drawings,then provide a general layout, calculations, and description indicating how the plan will vary from the Contract Drawings yet still meetSpecification Section 31.66.13 1.8.A., 1.8.B., and 1.8.C.
L.05.B.4.d. Articulated Concrete Block Revetment Experience. Furnish complete and detailed information regarding constructioncontracts for past projects which show your company's experience in work matching the articulated concrete block revetmentrequirements of this Solicitation.
L.05.B.4.d.i. -- Provide details showing how the articulated concrete block mattress design engineer meets the requirementsof Specification Section 31.35.23 1.10.A. Provide full resumes for each of these proposed personnel. Review the TechnicalSpecifications for qualification requirements for all positions.
L.05.B.4.d.ii. -- If Offeror plans to use a different articulated concrete block revetment than the one indicated in the ContractDrawings, then provide a general layout and description indicating how the plan will vary from the Contract Drawings yet still meetSpecification Section 31.35.23 1.9.A. and 1.9.B.
L.05.B.4.e. QC Team and Onsite Project Management. Include names and complete roles, responsibilities, and authorities forproject manager, the superintendent, the site safety officer, the quality control system manager, the scheduler, and other key positions. Provide full resumes for each of these proposed personnel. Review the Technical Specifications for qualification requirements for allpositions.
L.05.B.4.e. Statement of Assurance and Resume Requirements. When noted above to provide a resume for a specific position,follow the requirements of L.05.B.4.e.i. and L.05.B.4.e.ii.
L.05.B.4.e.i. -- Include a statement of assurance that the proposed personnel will be available for work on this Contract and a list ofalternative personnel sources to be utilized in the event proposed personnel are not available as planned. Include full resumes for allalternative personnel listed.
L.05.B.4.e.ii. -- Resumes shall contain the following information:
L.05.B.4.e.ii.(a) -- Name
L.05.B.4.e.ii.(b) -- Qualifying educational background, including (if applicable) degree, year obtained, and name of educationalinstitution. This includes required technical training.
L.05.B.4.e.ii.(c) -- Qualifying professional license, if applicable, including the state of licensure, discipline, and license number.
L.05.B.4.e.ii.(d) -- Qualifying experience covering at least the minimum experience periods required:
L.05.B.4.e.ii.(d)(1) -- Project name, location, and dates of assignment.
L.05.B.4.e.ii.(d)(2) -- Description of primary project features.
L.05.B.4.e.ii.(d)(3) -- Name, address, and phone number of project owner.
L.05.B.4.e.ii.(d)(4) -- Name, address, and phone number of employer on each project.
L.05.B.4.e.ii.(d)(5) -- Name, address, and phone number of superior.
L.05.B.4.e.ii.(d)(6) -- Position(s) occupied on each assignment.
L.05.B.4.e.ii.(d)(7) -- Description of duties and responsibilities of each position occupied.
L.05.B.4.e.ii.(e) -- Training certificates for those key positions with training requirements.
L.05.B.4.e.iii. -- Resumes provided shall show how personnel meet Solicitation requirements and shall not exceed 3 pages.
L.05.B.5. Safety
L.05.B.5.a. Hazards. The Technical Proposal shall include a project specific analysis of the hazards expected to be encountered. The site specific hazard analysis shall be in sufficient detail to indicate the Offeror’s understanding of the main safety issues of thework involved at this worksite as well as hazards specific to the work itself.
L.05.B.5.a.i. -- The Offeror shall become familiar with and use specific references from the US Army Corps of Engineers EM 385-1-1Safety and Health Requirements as well as the Technical Specifications.
L.05.B.5.a.ii. -- Attachment of an Activity/Job Hazard Analysis (AHA/JHA) or including a list of typical hazards that may apply toany civil works construction project is not appropriate and will not be accepted to meet the requirements of this evaluation factor.
L.05.B.5.b. OSHA Data. Provide required data for each of the Offeror's Team who are being proposed to perform at least 15percent of the work. This includes any previous iterations of the companies and any companies purchased, merged into, or otherwiseincorporated together that were used as the basis for any relevant experience in B.4.b.
L.05.B.5.b.i. -- For the last 5 years, provide the OSHA Recordable Incident Rate.
L.05.B.5.b.ii. -- For the last 5 years, provide the OSHA Form 300A.
L.05.B.6. Schedule

L.05.B.6.a. Schedule. Provide a realistic, logical construction schedule that demonstrates the Offeror's understanding of how thework should proceed as well as account for schedule restrictions, constraints, and challenges. The schedule shall include a bar/Ganttchart and shall include the principal components of the work including any critical paths and milestones.
L.05.B.6.a.i. -- The schedule shall show durations of the principal components of the work and anticipated start and finish dates. Durations shall be shown in calendar days as opposed to work days.
L.05.B.6.a.ii. -- The schedule shall include time for submittals and Government approvals.
L.05.B.6.a.iii. -- The construction schedule shall be in such detail as to show the sequencing of the principal components of workcontained in the schedule and other activities or information required to accurately portray the Offeror’s proposed constructionschedule.
L.05.B.6.a.iv. -- The construction schedule shall show the critical path.
L.05.B.6.a.v. -- For purposes of preparing the schedule, Offerors shall assume a notice to proceed date of July 1, 2025. This date is forevaluation purposes only.
L.05.B.6.b. Narrative. A schedule description shall cover all major activities, be directly correlated to the schedule, and shall takethe form of a written and tabular supplement to the schedule.
L.05.B.6.b.i. -- It shall include specific information identifying the Offeror’s assumptions including but not limited to: access, time ofyear for specific activities, unforeseen problems, and periods of non-work.
L.05.B.6.b.ii. -- The description shall describe resources for all CLINs or major tasks including assumed production rates, equipmenttypes and capacities/sizes, shifts, and crew sizes.
L.05.B.6.b.iii. -- The description shall include a list of potential long lead items and material lead times anticipated. Describe how longlead items will be addressed to prevent delays.
L.05.B.6.b.iv. -- The Offeror’s attention is called to the Solicitation Clause 52.236-4 Physical Data and the Solicitation Section H'sClause Time Extensions for Unusually Severe Weather for pertinent site information related to availability, access, and limitations thatcould affect the schedule. These shall be taken into account during schedule preparation.
L.05.B.7. Resource Information -- To permit objective evaluation of the technical proposal, no cost or price information shall beincluded. However, the proposal shall include the following in both tabular format:
L.05.B.7.a. Materials. A breakdown of unpriced material estimates proposed to accomplish each task or phase of the work (asindicated by the CLINs).
L.05.B.7.b. Schedule of Values. The Offeror shall prepare and submit a breakdown of work estimate covering each CLIN of theproject. The breakdown estimate shall show the estimated percentage value of each kind or item of work. The sum of the items listedin the breakdown estimates shall equal 100%. This breakdown shall be referred to as the Schedule of Values.

L.06 - Pricing Proposal Instructions

L.06.A. General. The Pricing Proposal shall be identified as Volume III of the Offeror's proposal and shall be an orderly, specific,and complete document in every detail. It shall be a coherent document free of internal inconsistencies and shall be consistent withthe Technical Proposal (Volume II). Offerors are hereby notified that even though certified cost or pricing data are not initiallyrequested in this Solicitation, the Contracting Officer reserves the right to request such data if they are later found necessary pursuantto FAR 15.402(a)(1).
L.06.B. Format and Content. To assist in the uniform evaluation of proposals, the following format shall be utilized in preparingthe pricing proposal:
L.06.B.1. Table of Contents. The Table of Contents shall list all sections of the pricing proposal. Any amendments, additions and/or revisions to the proposal, up to the date of agreement on price, shall include an updated Table of Contents. The Table of Contentsshall include all enclosures, attachments, tables, drawings, charts, and any other material which summarizes data or informationcontained or referenced in the pricing proposal.
L.06.B.2. Pricing Proposal Breakdown. The Contract Line Item Number (CLIN) structure is provided in Section B, Suppliesor Services and Price/Costs. Offerors shall utilize this structure for pricing. Offerors shall propose the necessary labor, material,equipment, and services to meet the full performance objectives outlined in this Solicitation, including betterments.
L.06.B.2.a. In addition, Offerors shall submit the total proposed price consisting of the all CLINs and/or items listed in the Offerors'Schedule of Values (excluding options).
L.06.B.2.b. Offerors shall include a narrative of assumptions and explanations with their pricing including any betterments.
L.06.B.2.c. Offerors are hereby notified that even though additional data to support proposed prices are not initially requested in thisSolicitation, the Contracting Officer reserves the right to request such data if they are later found necessary.
L.06.B.2.d. All work required by the Statement of Work/Drawings and Specifications shall be included in the Offeror's pricing. Itis the Offeror's responsibility to make reasonable assumptions of amount and type of work required. USIBWC shall not be boundby any assumptions made by the Offeror. Failure of the Offeror to provide pricing for work required is not grounds for a contractmodification.
L.06.C. Cost Information in Other Volumes. No cost or pricing information shall be included in Technical Proposal (Volume II).

L.06.D. Page Numbering. All pages in the Pricing Proposal shall be consecutively numbered (including pages with tables andexhibits). The Offeror shall clearly identify all exhibits and supporting information.
L.06.E. Rounding of Costs. All price or cost amounts proposed shall be expressed to the nearest whole dollar except for individualhourly labor rates (if required). All percentages shall be expressed to one decimal place.

L.07 - Professional Behavior

A. The Offeror's team (per L.03.D.2.b.), their employees, and their representatives shall conduct themselves in aprofessional manner.
L.7. A.1. Any entry onto USIBWC's property to perform pre-proposal site visits shall not cause damage to said property norinterferewith any USIBWC, DHS, or authorized contract operations.
L.7. A.2. Offerors shall identify any conflicts of interest with USIBWC and/or proposed work.
L.7. A.3. Communications to USIBWC in regards to this RFP shall only be with the Contracting Officer and shall only be via email.
L.7.A.4. Offeror's team, their employees, and their representatives shall only call the Contracting Officer in case ofemergencies.
L.7.A.5. Entry onto USIBWC's secured property to perform pre-proposal site visits shall only be allowed during thescheduled sitevisit listed in the Solicitation.
L.7.B. If the Contracting Officer finds evidence of failure to perform in a professional manner, the details will bereported to theTechnical Proposal Evaluation Committee. This information will be considered as part of the Offeror's Past Performance (per FAR15.305(a)(2)(ii) as data "from any other sources").

L.08 - Contractor's Contract Administration

Offeror is requested to delegate a person to be contacted for prompt contract administration.
Name: _____
Address: _____
Telephone: _____ Mobile: _____
Fax: _____
E-mail: _____
The email address listed above must be a business, corporate, or enterprise managed email account. Personal, free, consumer,disposable, temporary, or anonymous email accounts will not be accepted for official contract administration communications oraccess to IBWC authorized platforms.

Section M - Evaluation Factors for Award

M.01 - Evaluation Factors For Phase One

A. The Government will award a Contract resulting from this Solicitation to the responsible Offeror(s) whose offer conforming tothe Solicitation demonstrates that they are the most highly qualified to perform the work pursuant to FAR Subpart 36.3 - Two-PhaseDesign-Build Selection Procedures.
B. Proposals according to the criteria listed in this provision. Subfactors are evaluated independently to arrive at an evaluation of thefactor. Subfactors are not part of the order of importance. Subfactors are only used to determine the rating of the associated factors.The following evaluation factors and subfactors shall be used to evaluate offers.
a. Submittal Compliance
1. Formatting
2. Instructions
b. Technical Approach
c. Technical Qualifications
1. Contracting Entity
2. Team
3. Organizational Chart
d. Capability to Perform
1. Key Members
2. Design Team

3. Construction Team
4. QC Testing Laboratory
5. Design-Build Training
6. Other Key Personnel
7. Acknowledgement
e. Past Performance
1. SF-330s
2. Answers
f. Financial Condition
1. Bonding Capacity
2. Workload
3. Insurance
4. Backlog
5. References
C. Relative Importance of Factors
a. Phase One factors are equal in importance.
D. Proposals will be evaluated in accordance with the criteria set forth in L.02 to determine the Offeror’s demonstrated ability toprovide the required services. The Government will conduct a full evaluation of the proposal in accordance with the stipulated criteria.The Offeror must address all the requirements of the Solicitation and must include all information specifically required in all section of the Solicitation.

M.02 - Basis for Award

A. Award will be made to the responsible Offeror submitting a proposal which conforms to the solicitation and is most advantageousto the Government considering the factors and any significant subfactors listed in this provision.
B. The relative importance to be placed on the evaluation factors in relation to each other is listed below under "Phase Two EvaluationFactors for Award." If a proposal is determined by the Contracting Officer to be "technically unacceptable" as a result of evaluatingall factors other than cost or price, the proposal may be rejected from further consideration. The Contracting Officer reservesthe right to make award to either a lower cost/price, lower-scored Offeror or a higher-rated, higher-cost/price Offeror based on arational tradeoff between evaluation factors other than cost or price and cost or price. Since technical proposals are being solicitedto obtain information to be used in the evaluation, the Government reserves the right to use information outside of the proposal toevaluate the capability of Offerors and the value of offers.
C. Pursuant to FAR 15.305, a cost or price evaluation may be performed to determine the reasonableness of costs/prices proposed andthe Offeror's understanding of, and ability to perform, the prospective contract.

M.03 - Phase Two Evaluation Factors For Award

A. The following factors and subfactors, will be considered in evaluating proposals in Phase Two and making the source selection:
a. Technical Factors.
A Technical Proposal Evaluation Committee will evaluate the Phase Two Proposals according to the criterialisted in this provision. Subfactors are evaluated independently to arrive at an evaluation of the factor. Subfactors are not part of theorder of importance. Subfactorsare only used to determine the rating of the associated factors. The following evaluation factors and subfactors shall be used toevaluate offers. Make sure this list matches that of Technical Proposal Instructions (L.05)
1. Technical Plan for Design and Construction
(a) Team(b) Main Features of Work(c) Resources(d) Proposed Betterment(s)
2. Past Performance
3. Experience(a) Organizational Structure(b) QC Team and Onsite Project Management
4. Safety(a) Hazards(b) OSHA Data
5. Schedule(a) Schedule(b) Narrative
6. Resource/Value Information(a) Design Effort(b) Construction Labor(c) Construction Equipment(d) Construction Materials(e) Schedule of Values
7. Submittal Compliance(a) Formatting(b) Instructionsb.
Cost/Price Factors. The following evaluation factors are listed.1. Total Contract Price2. Option Price
B. Relative Importance of Factorsa. Technical factors 1 through 7 are listed in descending order of importance.b. Cost/Price factors 1 and 2 are listed in descending order of importance.c. All non-price evaluation factors, when combined, are considered to be approximately equal to cost or price.

M.04 - Phase Two Offer Evaluation

A. General Instructions for Evaluation Plan. Proposals received in response to this Request for Proposal (RFP) will be evaluated inaccordance with the process as established in this solicitation and applicable Federal Acquisition Regulations (FAR).
B. Review of Proposals. An adjectival rating system has been established prior to the issuance of this solicitation. Before this systemwill be applied, however, all proposals received will undergo an initial review to determine if any proposals are nonresponsive.A nonresponsive proposal is defined as a proposal that neglects to contain mandatory information or documents requested in thesolicitation. A nonresponsive proposal is also one that does not follow the requested format as stated in the Evaluation Approachsection below. Firms submitting nonresponsive proposals will be notified upon the determination of such nonresponsiveness.a. Proposal Evaluation. Careful, full, and impartial consideration will be given to all proposals received prior to the closing date/timeof this solicitation.b. Evaluation Approach.1. Proposals shall be subject to evaluation by a team of Government personnel. Proposals must demonstrate:
(a) Understanding of the Government’s requirement and the means required to fulfill those requirements.
(b) Completeness of the Offeror's analysis of each evaluation factor and subfactor.
(c) Feasibility of performing all terms and conditions of the Solicitation within the Government’s requirements.
2. All submissions shall have a separate section for responding to each factor.3. A complete set of proposals will be provided to each member of the evaluation team. Only after the evaluation team has completedthe evaluation on the non-price factors, will the price be reviewed. Price is not a scored factor.4. The evaluation team will rank each proposal in terms of the evaluation factors and subfactors listed in this section. Each proposal will be evaluated in accordance with its written content; the evaluation team will not assume that the Offeror’s performance willinclude areas of investigation or development not specified in the Offeror’s written proposal, but pertinent information available to theevaluation team outside of the proposal may also be used to evaluate the proposal. Each member of the evaluation team will make anindependent evaluation of each proposal. The evaluation will proceed as follows:
(a) The evaluation team will evaluate each proposal in terms of the Evaluation Factors for Award.
(b) Each team member will independently review the proposal as it relates to each individual evaluation factor noting strengths,weakness, and deficiencies. Subfactor and factor ranking are individual while proposal ratings are based upon team consensus.
(c) The team members will keep careful notes on their evaluation sheet, indicating thesupporting reasons for the evaluation given. The net results of the individual determinations will be reported on the consensusevaluation sheet by the chairperson of the evaluation board.
(d) Upon completion of the evaluation of all proposals, each member will sign and date the team report. Each member’s exhibits willbe attached as a backup to the consensus evaluation sheet prepared by the Chairperson.
c. Any proposal having an overall rating or any factor rating of "Unsatisfactory" will not be considered for award. The justification forassigning these ratings will be provided in a narrative format in the team report.

M.05 - Scoring Adjectives and Definitions

A. Technical Scoring Adjectives. The following adjectives will be used in evaluating all the technical factors and subfactors, exceptfor past performance, and for the technical proposal as a whole:
Exceptional: Exceeds the solicitation requirements and exemplifies a thorough understanding of all aspects of the requirements tothe extent that timeliness and the highest quality performance is anticipated. Contains strengths, exceptional features, or innovationsthat should substantially benefit the project. There are no deficiencies and one or more significant strengths. Strengths far outweighany weaknesses. Risk of unsuccessful performance is extremely low.
Very Good: Demonstrates good understanding of requirements that is anticipated to result in a high level of efficiency, productivity,or quality. May have one of more strengths. Strengths outweigh any weaknesses. Risk of unsuccessful performance is very low.Satisfactory: Demonstrates adequate understanding of solicitation requirements. Strengths and weaknesses are offsetting or will havelittle or no impact on contract performance. Risk of unsuccessful performance is low.
Marginal: Demonstrates superficial or vague understanding of the solicitation requirements. Has weaknesses that are not offset bystrengths. Only marginally meets performance or capability standards necessary for minimal, but acceptable, contract performance.The risk of unsuccessful contract performance is moderate.
Unsatisfactory: Does not meet the solicitation requirements. There is at least one significant weakness and/or deficiency whichindicates a failure to understand the solicitation requirements. The risk of unsuccessful performance is high.
B. Past Performance Scoring Adjectives. The following adjectives will be used in evaluating past performance:
Exceptional: Performance meets contractual requirements and exceeds many requirements. The contractual performance of theelement being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highlyeffective. The Government has a high degree of confidence and no doubt that the Offeror can successfully achieve the requirements ofthe solicitation. Past performance exceeds "Very Good."

Very Good: Performance meets contractual requirements and exceeds some requirements. The contractual performance of the elementbeing assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.The Government has a high degree of confidence that the Offeror can successfully achieve the requirements of the solicitation.Past performance exceeds "Satisfactory."
Satisfactory: Performance meets contractual requirements. The contractual performance of the element being assessed containssome minor problems for which corrective actions taken by the contractor were, or appear to be, satisfactory. The Government hasreasonable confidence that the Offeror can successfully achieve the requirements of the solicitation.Marginal: Performance does not meet some contractual requirements. The contractual performance of the element being assessedreflects a serious problem for which the contractor has not yet identified corrective actions or the contractor’s proposed actions appearonly marginally effective or were notfully implemented. The Government is not confident that the Offeror can meet the requirements of the solicitation. Past performanceis less than "Satisfactory."
Unsatisfactory: Performance does not meet most contractual requirements and recovery is not likely in a timely manner. Thecontractual performance of the element being assessed contains serious problem(s) for which the contractor’s corrective actions were,or appear to be, ineffective. The Government has no confidence that the Offeror can meet the requirements of the solicitation. Pastperformance is less than "Marginal."
Neutral: Pursuant to FAR 15.305(a)(2)(iv), in the case of an Offeror without a record of relevant past performance or for whominformation on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance.
C. Definitions.“Significant Strength” is an aspect of the proposal that appreciably increases the likelihood of successful contract performance.“Strength” is an aspect of the proposal that increases the likelihood of successful contract performance. (Simple adherence to therequirements of the solicitation is compliance and shall not be listed as a strength.)“Deficiency” is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in aproposal that increases the risk of unsuccessful contract performance to an unacceptable level.
“Weakness” means a flaw in the proposal that increases the risk of unsuccessful contract performance. (Failure to provide items listedin respective proposal instructions will be considered a weakness.)
“Significant Weakness” is a flaw in the proposal that appreciably increases the risk of unsuccessful contract performance. (Failureto provide items listed in respective proposal instructions that results in an inability to evaluate factors and/or subfactors will beconsidered a significant weakness.)"Magnitude" is the dollar amount of work performed. Similar in magnitude refers to projects priced at 85% of your bid and above."Scope" is the technical requirements of work performed. Similar in scope refers to the same type of work with comparable or greaterquantities."Complexity" is the difficulty of performing work due to many varied interrelated parts.