COMBINED SYNOPSIS/SOLICITATION
W912EP26RA019

DESCRIPTION:
This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in the Revolutionary Federal Acquisition Regulation (FAR) Overhaul (RFO) Subpart 12, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued. The Government reserves the right to award without discussions. In accordance with RFO 5.101(c)(4)(vi), all responsible sources may submit a proposal which will be considered by the agency.

This is a Request for Proposal (RFP) and incorporates RFO provisions and clauses.

The U.S. Army Corps of Engineers, Jacksonville District anticipates establishing a multiple-award, non-priced Blanket Purchase Agreement (BPA) to provide the supplies listed below. It is anticipated that no less than three (3) and no more than five (5) separate agreements will be established.

This requirement is a Small Business Set-Aside in accordance with RFO Subpart 19.104.

The associated primary NAICS code is:

- 327390 – Other Concrete Product Manufacturing – Small business size standard – 500 employees

The associated secondary NAICS codes are:

- 237310 – Highway, Street, and Bridge Construction – Small business size standard – $45M
- 212321 – Construction Sand and Gravel Mining – Small business size standard – 500 employees
- 327332 – Concrete Pipe Manufacturing – Small business size standard – 750 employees

The U.S. Army Corps of Engineers, Jacksonville District has ongoing need for heavy and civil construction materials purchases under the applicable NAICS codes for various locations in the South Atlantic Division (SAD) Area of Responsibility AOR to include States of Florida, Georgia, South Carolina, North Carolina, and Puerto Rico. The SAD AOR includes the Caribbean, and parts of Central and South America. USACE SAJ is in need of various project materials, tools and ancillary services to perform a variety of projects throughout these locations. This requirement shall cover all heavy and civil construction materials, tools and ancillary services associated with heavy and civil construction functions. A non-exhaustive list specifying frequently used materials, tools and ancillary services is included in the Description of Supplies. Additional scope information will be outlined in each BPA call.

Note: The Period of Performance of this BPA will be five (5) years.

Location of Work: The work shall be performed at the contractor's facility and in various locations in the South Atlantic Division Area of Responsibility to include, but not limited to, the states of Florida, Georgia, South Carolina, North Carolina, and Puerto Rico. The SAD AOR includes the Caribbean, and parts of Central and South America.

The provision at 52.212-1 Instructions to Offerors – Commercial Products and Commercial Services, applies to this acquisition.

Instructions to Offerors—Commercial Products and Commercial Services (Deviation Date)

(a) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include—

(1) The solicitation number;

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

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

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

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

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

(b) *Period for acceptance of offers*. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

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

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

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

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

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) *Debriefings*. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.

(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award.

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.

(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of provision)

Addendum to 52.212-1

Proposal Content – The proposal shall have a title page identifying the Offeror, the full address, phone and facsimile numbers, points of contact (POCs) and Commercial and Government Entity (CAGE) code of the Offeror, the solicitation number and its contents. All proposal documents when printed shall fit on 8 x 11 inch paper to include spreadsheets (with appropriate page breaks). The proposal shall be, at a minimum, 12 point font (8 point is acceptable for Tables/Graphics). Ensure the proposal is submitted in PDF format. Spreadsheets shall be submitted in Excel document format.

Proposals shall be responsive to and comply with the terms of this combined synopsis/solicitation in order to be eligible to receive an award. All combined synopsis/solicitation requirements shall be addressed in sufficient written detail for the Government to determine if the Offeror understands each aspect of the Government's requirement. The Government will reject the proposal if determined to be materially nonresponsive or that does not conform to the terms of the combined synopsis/solicitation.

To be eligible to receive an award, the proposal submitted in response to this combined synopsis/solicitation shall consist of the contents required in the sub-paragraphs described below:

a. Technical (Volume I): The technical response requirements of this solicitation include two subfactors.

i. Subfactor 1 – Technical for Construction Materials. The Offeror must demonstrate technical experience/competence aligned with NAICS 327390, 237310, 212321, and/or 327332 (at least one of the NAICS identified in this solicitation). Standards and specifications have been defined in Attachment 2 - Description of Supplies. The Offeror shall submit a proposal that meets all

specifications identified in the Description of Supplies. Offeror's shall provide specific assertions of capabilities relating to this requirement, and include a brief description of standard materials offered, limitations on available materials or quantities ordered for a period, capabilities to meet the delivery requirement and how delivery charges are determined, and how materials are typically priced.

ii. Subfactor 2 – Technical for Mock Order. Attachment 5A - Description of Supplies - Mock Order for Materials for Mile Point Repairs, details an example of a USACE Jacksonville District requirement. The Offeror shall submit a technical proposal that, at a minimum, meets all specifications identified in Attachment 5A. Combined, Subfactor 1 and Subfactor 2 make up Volume I – Technical. Offerors must not include dollar amounts in Volume I.

b. Past Performance (Volume II): The Offeror shall submit past performance questionnaires, Attachment 4 – Performance Assessment Questionnaire, for up to three (3) contracts that the Offeror currently has or has completed within the past five (5) years under which the Offeror performed services as described in the performance work statement, in the public and/or private sector. The Government intends to review past performance information from the submitted past performance questionnaires or from any source available. These sources include, but are not limited to, the Contractor Performance Assessment Reporting System (CPARS) and Federal Awardee Performance and Integrity Information System (FAPIIS), points of contact from the technical experience projects, or other databases, interviews with Program Managers, and interviews with Contracting Officers.

c. Price (Volume III): The Offeror shall submit the following documents for the price evaluation:

1) Attachment 3 - Price Sheet - Mock List of Commonly Used Materials
2) Attachment 5B - Price Sheet – Mock Order for Materials for Mile Point Repairs

Submission Volumes and Page Limits: The following volumes of material shall be submitted:

VOLUME	TITLE	DIGITAL COPIES	MAXIMUM PAGES
I	Technical Subfactor 1 and Subfactor 2	1	40
II	Past Performance	1	no limit
III	Price	1	10 pages (excluding Excel attachments 3 & 5B)

The provision at 52.212-2 Evaluation—Commercial Products and Commercial Services, applies to this acquisition.

Evaluation—Commercial Products and Commercial Services

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

(1) Technical; (2) Past Performance, and (3) Price. Evaluation factors other than price when combined are approximately equal to price.

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

(End of provision)Addendum to 52.212-2

The Government anticipates establishing a multiple-award, non-priced BPA to provide supplies in accordance with the procedures authorized in RFO Part 12 - Acquisition of Commercial Products and Commercial Services and considering the following factors: (1) Technical; (2) Past Performance, and (3) Price.

To be eligible to receive an award, proposals submitted in response to this combined synopsis/solicitation shall consist of the contents required in the sub-paragraphs described below:

a. Technical (Volume I): The technical evaluation consists of Subfactor 1 - Technical for Construction Materials and Subfactor 2 - Technical for Mock Order.

    i. Subfactor 1 - Technical for Construction Materials. The Government will cross-reference the Offeror's SAM.gov registry to verify at least one of the NAICS codes 327390, 237310, 212321, and/or 327332 are active on their profile to evaluate technical experience/competence alignment. The Government will evaluate whether the offeror's proposal meets the specification identified in Attachment 2 - Description of Supplies, and the offeror's assertions of capabilities relating to this requirement to include the brief description of standard materials offered, limitations on available materials or quantities ordered for a period, capabilities to meet the delivery requirement and how delivery charges are determined, and how materials are typically priced.

    ii.

    ii. Subfactor 2 – Technical for Mock Order. The Government will evaluate whether the offeror's proposal meets the specification identified in Attachment 5A - Description of Supplies Description of Supplies - Mock Order for Materials for Mile Point Repairs,

The Government will evaluate the Offeror's Technical Volume on an Acceptable or Unacceptable basis. To receive an overall "Acceptable" rating for Volume I, the Offeror must receive an "Acceptable" rating for both Subfactor 1 and Subfactor 2. An "Unacceptable" rating in any subfactor will result in an overall Technical rating of "Unacceptable," rendering the proposal ineligible for award.

The Government will use the following standard ratings to evaluate the subfactors:

Table 1. Technical Acceptable/Unacceptable Ratings	
Rating	Description
Acceptable	Proposal meets the requirements of the combined synopsis/solicitation.
Unacceptable	Proposal does not meet the minimum requirements of the combined synopsis/solicitation.

b. Past Performance (Volume 2): The Government will evaluate offerors' likelihood of success in performing the combined synopsis/solicitation's requirements as indicated by those offerors' record of past performance. Past performance ratings will be based on data obtained from submitted past performance questionnaires or any available sources, such as the Contractor Performance Assessment Reporting System (CPARS). The Government will assign a rating as indicated below.

Table 2. Past Performance Evaluation Ratings	
Rating	Description
Acceptable	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown. (See note below.)
Unacceptable	Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

NOTE: In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance. Therefore, the offeror shall be determined to have unknown (or "neutral") past performance. In the context of acceptability/unacceptability, a neutral rating shall be considered "acceptable."

c. Price (Volume III): The Government will conduct the price analysis in accordance with RFO 15.404-1 to ensure that the prices submitted in Attachments 3 and 5B are fair and reasonable. The total evaluated price on Attachment 5B - Price Sheet – Mock Order for Materials for Mile Point Repairs will be the sole basis for determining the lowest price among technically acceptable proposals for the purpose of the BPA awards. The Government will only award the BPA if fair and reasonable pricing can be obtained on both Attachments 3 and 5B.

Basis for Award

The Government intends on making awards of up to five (5) Master Blanket Purchase Agreements (BPAs). The awards will be made to the lowest price technically acceptable proposals, and whose pricing is determined to be fair and reasonable. Proposals will be evaluated for technical acceptability (including past performance), but will not be ranked using the non-price Factors. In order for an Offeror to be considered for award, the proposal must receive an "Acceptable" rating in every non-price Factor. A proposal receiving a rating of "Unacceptable" in any non-price Factor will not be eligible for award.

RFO Provisions Incorporated by Reference

- 52.204-7 System for Award Management-Registration. (Deviation 2026-O0038)
- 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.
- 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.

DFARS Provisions Incorporated by Reference

- 252.203-7005 Representation Relating to Compensation of Former DoD Officials.
- 252.204-7024 Notice on the Use of the Supplier Performance Risk System.
- 252.225-7055 Representation Regarding Business Operations with the Maduro Regime.
- 252.225-7059 Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.
- 252.215-7016 Notification to Offerors- Postaward Debriefings. (DEVIATION 2026-O0048)

DFARS Provisions Incorporated by Full Text

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

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

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

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

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or

obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or
essential component of any system, or as critical technology as part of any system.

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

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

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

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

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

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

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

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

(End of provision)

252.204-7007 Alternate A, Annual Representations and Certifications. (DEVIATION 2026-O0043)

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

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

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

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

[ ] (i) Paragraph (g) applies.

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

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

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

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

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

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

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

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

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

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

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

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

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

[ ]Use with Alternate I.

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

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

[ ]Use with Alternate I.

[ ]Use with Alternate II.

[ ]Use with Alternate III.

[ ]Use with Alternate IV.

[ ]Use with Alternate V.

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

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

(g) The Offeror has completed the annual representations and certifications electronically via the SAM website at https://www.sam.gov After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-7 and paragraph

(f) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.203-1); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

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

(End of provision)

252.215-7008 Only One Offer. (DEVIATION 2026-O0048)

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

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

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

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-2(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7994, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

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

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

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

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

(4) As specified in FAR 15.403-1(d), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

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

(End of provision)

RFO Provisions Incorporated by Full Text

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

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

(a) Definitions. As used in this provision-

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

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country

that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area of the United States.

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if-

(i) A court within the United States is able to exercise primary supervision over the

administration of the trust; and

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

52.252-1 Solicitation Provisions Incorporated by Reference.

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

https://www.acquisition.gov/far-overhaul

(End of provision)

52.252-5 Authorized Deviations in Provisions.

Authorized Deviations in Provisions (Nov 2020)

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

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

(End of provision)

RFO Clauses Incorporated by Reference

- 52.203-3 Gratuities.
- 52.203-6 Restrictions on Subcontractor Sales to the Government. (Alternate I)
- 52.203-13 Contractor Code of Business Ethics and Conduct.
- 52.203-19 Prohibition On Requiring Certain Internal Confidentiality Agreements Or Statements.
- 52.204-13 System for Award Management Maintenance.

- 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)
- 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038)
- 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations. (Deviation 2026-O0038)
- 52.222-3 Convict Labor. (Deviation 2026-O0038)
- 52.223-23 Sustainable Products and Services. (Deviation 2025-O0004)
- 52.212-4 Terms and Conditions- Commercial Products and Commercial Services. (Deviation 2026-O0038)
- 52.219-6 Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)
- 52.219-8 Utilization of Small Business Concerns. (Deviation 2026-O0038)
- 52.219-33 Nonmanufacturer Rule. (Deviation 2026-O0038)
- 52.222-19 Child Labor-Cooperation with Authorities and Remedies. (Deviation 2026-O0038)
- 52.222-35 Equal Opportunity for Veterans. (Deviation 2026-O0038)
- 52.222-36 Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)
- 52.222-37 Employment Reports on Veterans. (Deviation 2026-O0038)
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038)
- 52.222-50 Combating Trafficking in Persons. (Deviation 2026-O0038)
- 52.222-90 Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)
- 52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving.
- 52.229-12 Tax on Certain Foreign Procurements. (Deviation 2026-O0038)
- 52.232-33 Payment by Electronic Funds Transfer-System for Award Management.
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors.
- 52.233-3 Protest after Award. (Deviation 2026-O0038)
- 52.233-4 Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)

DFARS Clauses Incorporated by Reference:

- 252.203-7000 Requirements Relating to Compensation of Former DoD Officials.
- 252.203-7002 Requirement to Inform Employees of Whistleblower Rights.
- 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting.
- 252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.
- 252.216-7010 Postaward Debriefings for Task Orders and Delivery Orders.
- 252.223-7008 Prohibition of Hexavalent Chromium.
- 252.225-7001 Buy American and Balance of Payments Program.
- 252.225-7002 Qualifying Country Sources as Subcontractors.
- 252.225-7012 Preference for Certain Domestic Commodities.
- 252.225-7056 Prohibition Regarding Business Operations with the Maduro Regime.
- 252.225-7060 Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.
- 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.
- 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports.
- 252.232-7010 Levies on Contract Payments.

- 252.243-7002 Requests for Equitable Adjustment.
- 252.247-7003 Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer.
- 252.247-7023 Transportation of Supplies by Sea.

RFO Clauses Incorporated by Full Text:

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

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

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

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

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

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

(c) Applicability. This clause applies only to-

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

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

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

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

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

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

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

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

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

includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

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

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

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount
that cannot be exceeded.

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

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

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

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

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

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

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

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

(End of clause)

52.252-2 Clauses Incorporated by Reference.

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/far-overhaul

(End of clause)

52.252-6 Authorized Deviations in Clauses.

Authorized Deviations in Clauses (Nov 2020)

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

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

(End of clause)

Open Market pricing is required.

Anticipated Award Date is: September 29, 2026

Technical inquiries and questions relating to this combined synopsis/solicitation are due by 3:00 PM EDT, August 18, 2026. Questions shall be sent via email to brittany.r.jackson@usace.army.mil and dustin.l.furrey@usace.army.mil. When submitting questions, please include the combined synopsis/solicitation number and project title.

The government reserves the right to limit and/or to not respond to any further questions pertaining to this project received after August 18, 2026. Offerors should base their offers on the information provided in the combined synopsis/solicitation and all issued amendments thereto.

All answers to technical inquiries and questions are reviewed by the Contracting Officer prior to response. Answers to technical inquiries may result in amendments to the combined synopsis/solicitation. If an amendment is issued, it will be posted on the Government Point of Entry website (www.sam.gov).

Proposals are due by 3:00 PM EDT, September 3, 2026. Proposals shall be sent via email to brittany.r.jackson@usace.army.mil and dustin.l.furrey@usace.army.mil.

Attached:

1. Attachment 1 – Blanket Purchase Agreement (BPA)
2. Attachment 2 – Description of Supplies
3. Attachment 3 – Price Sheet – Mock List of Commonly Used Materials
4. Attachment 4 – Performance Assessment Questionnaire
5. Attachment 5A – Description of Supplies – Mock Order for Materials for Mile Point Repairs
6. Attachment 5B - Price Sheet - Mock Order for Materials for Mile Point Repairs