SOLICITATION, OFFER, AND AWARD

(Construction, Alteration, or Repair)

1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
W912P526QA036	☐ SEALED BID (IFB) INVITATION FOR BID ☐ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	12 AUG 2026	1 72

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
		111253

7. ISSUED BY	CODE	8. ADDRESS OFFER TO
W072 ENDIST NASHVILLE KO CONTRACTING DIVISION, 801 BROADWAY RM A604 NASHVILLE, TN 37203-1070 UNITED STATES RICHARD HESTER, EMAIL: RICHARD.B.HESTER@USACE.ARMY.MIL TELEPHONE: 615-736-7367	W912P5	W072 ENDIST NASHVILLE KO CONTRACTING DIVISION, 801 BROADWAY RM A604 NASHVILLE, TN 37203-1070 UNITED STATES

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)*
	RICHARD HESTER	615-736-7367

SOLICITATION

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

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

PROJECT TITLE: PAVING AT DALE HOLLOW LAKE
PROJECT LOCATION: OBEY RIVER CAMPGROUND

TYPE OF CONTRACT: FIRM FIXED-PRICE COMMERCIAL CONSTRUCTION

DISCLOSURE OF THE MAGNITUDE OF THE PROPOSED CONSTRUCTION CONTRACT: BETWEEN $250,000 AND $500,000

NAICS: 237310 - HIGHWAY, STREET, AND BRIDGE CONSTRUCTION

SIZE STANDARD: $45.0 MILLION

TYPE OF SET ASIDE: 100% SMALL BUSINESS

CONTRACTORS MUST REGISTER AND COMPLETE THE REPRESENTATION AND CERTIFICATION REQUIREMENTS IN THE SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE AVAILABLE AT HTTPS://SAM.GOV. PLEASE ENSURE YOU ANNUAL SAM REGISTRATION IS CURRENT. OFFERORS MUST COMPLY WITH THE REQUIREMENTS OF 52.204-7 AND 52.232-33, AND ANY OTHER REPRESENTATION AND CERTIFICATION REQUIREMENTS IN THIS SOLICITATION THROUGH SAM.

PLEASE NOTE SAM IS COMPLETELY FREE OF CHARGE FOR BOTH REGISTRANTS AND USERS. QUOTES RECEIVED BY EMAIL OR FACSIMILE W ILL NOT BE CONSIDERED.

THE GOVERNMENT WILL NOT REIMBURSE OFFERORS FOR ANY EFFORT EXPENDED IN RESPONDING TO THIS REQUEST FOR QUOTE.

11. The contractor shall begin performance within 10 calendar days and complete it within 250 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. ***(See*** Special Contract Conditions ***).***

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 01:00 PM ***(hour)*** local time 09 SEP 2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee ☒ is, ☐ is not required.

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

d. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

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

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

AMOUNTS ▶

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

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

AMENDMENT NUMBER										
DATE										

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

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

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

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

Section 00 00 00 - Procurement and Contracting Requirements

Instrument Name: Paving at Dale Hollow Lake at Obey River Campground

Contract Description: TYPE OF CONTRACT: Firm Fixed-Price Commercial Construction DISCLOSURE OF THE MAGNITUDE OF THE PROPOSED CONSTRUCTION CONTRACT: Between $250,000 and $500,000 NAICS: 237310 - Highway, Street, and Bridge Construction SIZE STANDARD: $45.0 Million TYPE OF SET ASIDE: 100% Small Business Contractors must register and complete the representation and certification requirements in the System for Award Management (SAM) database available at https://sam.gov. PLEASE ensure you annual SAM registration is current. Offerors must comply with the requirements of 52.204-7 and 52.232-33, and any other representation and certification requirements in this solicitation through SAM. PLEASE NOTE SAM is completely free of charge for both registrants and users. Quotes received by Email or Facsimile w ill not be considered. The Government will not reimburse Offerors for any effort expended in responding to this Request for Quote.

Product Service Code : Z1LB

Identifier	Document Name	Document Description	Reference Identifier	Date	Line Item	Page Numbers	Document Type	Provided Under Separate Cover
0001	Attachment 0001 WD TN20260147	Wage Determination	General Decision Number: TN20260147 Mod No. 1	03 Aug 2026		6	Attachment	No
0002	Attachment 0002 - TSpecs_W912P526QA036_Obey Campground Paving_RTA_21JUL2026	Specification		06 Aug 2026		299	Attachment	No
0003	Attachment 0003 - W912P526QA036_RTA TPLANS_Obey River Campground Paving_7-23-26	Plans		06 Aug 2026		7	Attachment	No
0004	Attachment 0004 - W912P526QA036_RTA Bid Schedule_Obey River Campground Paving	Price Schedule		06 Aug 2026		1	Attachment	No

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

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Obey River Campground Paving. Offeror shall provide itemized pricing for the requirements identified in Attachment 0004, W912P526QA036_RTA_Obey River Campground Paving.pdf. Product Service Code: Z1LB Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 0002	Option for additional paving at Obey River Campground. Offeror shall provide itemized pricing for the requirements identified in Attachment 0004, W912P526QA036_RTA_Obey River Campground Paving.pdf. Product Service Code: Z1LB Pricing Arrangement: Firm Fixed Price	1	Job		

Section 00 21 00 - Instructions

INSTRUCTIONS TO OFFERORS:

1. GENERAL REQUIREMENTS

1.1 **Intent:** The intent of this solicitation is to award one (1) commercial construction contract for paving at Obey River Campground at Dale Hollow Lake.

1.2 **Disclosure of Magnitude:** The estimated magnitude of this requirement is between $250,000 and $500,000.

1.3 **Basis of Selection of Award:** In accordance with RFO 12.203, the Government intends to award a Firm-Fixed Price contract resulting from this Request for Quote (RFQ) to the responsible vendor whose quote represents the most advantageous outcome for the Government, price and other factors considered. In accordance with RFO 12.203(a), quotes will be evaluated on price and past performance.

Selection Logic: Generally, award shall be made to the vendor submitting the lowest-priced quote that meets the requirements of the solicitation and demonstrates acceptable past performance.

The Government reserves the right to award to a higher-priced vendor if the past performance information submitted demonstrates a superior understanding of the requirement, higher quality, or significantly lower performance risk, making the higher price more beneficial to the Government. The Government's approach is to begin with evaluation of the lowest priced offer. If the lowest priced offer is determined to have unsatisfactory past performance, the next lowest priced offer will be evaluated until an acceptable offer is determined in accordance with the evaluation procedures identified within this provision.

Price Evaluation: The Government shall review acceptable offers by lowest price. Price reasonableness and fairness will be evaluated. The Government may review quote submissions with quoters to bring attention to potential errors, inconsistencies and/or misunderstandings of the requirements. The Government may allow quoters to submit revised quotes. The Government reserves the right to reject any quote determined to be unrealistically low for successful contract completion and that would not be in the best interest of the Government.

In accordance with RFO 52.217-5 Evaluation of Options, The Government intends to evaluate quotes for award purposes by adding the total price for all options to the total price of the basic requirement. Evaluation of Options will not obligate the Government to exercise the option(s).

Past Performance: The prime contractor (quoter) shall provide two (2) past performance projects for work that is currently being performed or has been performed within the last five (5) years that demonstrates the contractor's experience, as a prime contractor or subcontractor, successfully performing paving or roadway improvement projects of a similar type, size, scope, and complexity. (Work performed that is similar to the proposed work is preferred).

The Government reserves the right to verify past performance evaluations by reviewing CPARS or other Government appraisal systems. The Government may also check any cited references to verify supplied information. The Government is not limited to the evaluations provided. Any additional sources of information concerning the quoter's past performance of which the Government becomes aware can be considered in the evaluation of the contractor's past performance.

The information above assists the Contracting Officer in confirming that the apparent low quoter has adequate financial resources, appropriate equipment and the expertise to successfully perform this contract.

1.4 **Type of Contract:** The Government Intends to award one (1) firm fixed price commercial construction contract.

1.5 **Who May Submit**: This procurement is a 100% Small Business Set-Aside.

1.6 **North American Industry Classification System (NAICS) Code and Small Business Size Standard**: The NAICS code for this project is 237310, Highway, Street, and Bridge Construction, with a size standard of $45,000,000.

1.7 **Specifications and Drawings**: Specification and Drawings will be provided as separate files and will be available on Procurement Integrated Enterprise Environment (PIEE) Solicitation Module. See the complete drawings and specification package located at PIEE.

The Specifications and Drawings are part of the solicitation/contract and shall be considered in that respect (see Defense Federal Acquisition Regulation Supplement (DFARS) 252.236-7001, Contract Drawings and Specifications).

1.8 **Pre-Quote Site Visit**: An organized site visit has been scheduled to occur during the solicitation period on 25 August 2026 at 10:00 AM CT near 100 Obey Park Road, Monroe, TN 38573. Offerors should inspect the job site prior to submitting a quote. Offerors should take such other steps as may be reasonably necessary to ascertain the nature and location of the work and the general and local conditions that can affect the work or the cost thereof. Failure to do so will not relieve offerors from the responsibility for properly estimating the difficulty or cost of successfully performing the work. The Government assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, agents or employees, unless included in the solicitation, the specifications or related documents.

SITE VISIT REGISTRATION: Only registered persons will be permitted to attend the pre-quote site visit. In addition to the information below, please also provide your firm's name, firm's CAGE and /or Unique Entity Identifier (UEI), and name and position title of primary point-of-contact and their telephone number and email address. Please provide this information via email to Richard (Brent) Hester at richard.b.hester@usace.army.mil and Andrew Roth at andrew.r.roth@usace.army.mil.

Contractors and/or potential contractors wishing to attend a pre-quote meeting held at or in LRN restricted/controlled areas (such as a Power Plant or Navigation Lock) shall submit a Nashville

District (LRN) Security Access Form to the Contract Specialist five (5) days prior to the site visit. If submitting the document in less than five days, the Offeror may not receive approval for participation.

The Contract Specialist or Contracting Officer will notify the Contractor if the request is approved or denied. Any pre-quote meeting which will cover anything other than public domain information shall be limited to US Citizens, except under unique circumstances. The Security Access Form and guidance is available at https://www.lrn.usace.army.mil/Business-With-Us/Contracting.

U.S. CITIZENS: The Offeror shall submit a Nashville District Corps of Engineers U.S. Citizen Security Request Form to the LRN Point of Contact, Contract Specialist Richard (Brent) Hester via email (richard.b.hester@usace.army.mil) and Andrew Roth (Andrew.R.Roth@usace.army.mil) no later than five calendar days prior to the site visit. If submitting the document in less than five days, the Offeror may not receive approval for participation. The LRN POC will notify the individual(s) if the request is approved or denied. The Security Access Form and guidance is available as a pdf attachment on sam.gov with this solicitation and is titled U.S. Citizen Security Request Form.

FOREIGN NATIONALS (FNs): All non-U.S. Citizens, including permanent residents wishing to attend the site visit must be approved in advance. FNs wishing to attend a site visit shall submit a completed Nashville District Corps of Engineers Foreign National Security Request Form and legible color copies of two of the following documents: Passport (unexpired or expired), Certificate of U.S. Citizenship (INS Form N-560 04 N-561), Certificate of Naturalization (INS Form N-550 or N-570), unexpired foreign Passport with 1-551 stamp or attached INS Form 1-94 indicating unexpired employment authorization, an Alien Registration Receipt Card with photo (INS Form 1-151 or 1-551), unexpired Temporary Resident Card (INS Form 1-688), unexpired Employment Authorization Card (INS Form 1-688A), unexpired Reentry Permit (INS Form 1-327), unexpired Refugee Travel Document (INS Form 1-571), or unexpired Employment Authorization Documentation issued by the INS which contains a photograph (INS Form I-688B) to the LRN Point of Contact, Contract Specialist Richard (Brent) Hester, who will forward the documents to the LRN-SM mailbox (dll-celmsm@usace.army.mil) for approval. These documents must be submitted no less than five (5) days prior to the site visit. FN requests require approval at the Headquarters U.S. Army Corps of Engineers (HQUSACE) level. Exceptions will be considered on a case-by-case basis but will be limited. The form is available as a pdf attachment on sam.gov with this solicitation and is titled Foreign National Security Request Form.

1.9 **POC for Communication/Questions:** Any communications regarding this procurement must be made in writing to the Nashville Contracting Branch, Attn: R.Brent Hester at email Richard.B. Hester@usace.army.mil and Andrew Roth at Andrew.R.Roth@usace.army.mil. Inquiries must identify the solicitation number, the requestor's company name, address, email address, and telephone number to include area code. Phone calls or requests to arrange meetings at the Nashville District during the solicitation period to discuss project requirements or company's capabilities are highly discouraged and will not be scheduled.

OFFEROR'S QUESTIONS AND COMMENTS

Technical inquiries and questions relating to quote procedures or bonds are to be submitted via Bidder Inquiry in ProjNet at http://www.ProjNet.org/ProjNet. As noted below, offerors shall not submit their quotes via ProjNet. Offerors shall submit their quotes in accordance with the provisions stated in the solicitation. To submit and review bid inquiry items, offerors will need to be a current registered user or self-register into system.

Project: Lake Barkley Paving at Cadiz Recreation Area and Canal Campground

The Solicitation Number is: **W912P526QA036**

The Bidder Quick Add Key is: **PTKERU-R26QN9**

Specific Instructions for ProjNet Bid Inquiry Access:

1. From the ProjNet home page linked above, click on Quick Add on the upper right side of the screen.

2. Identify the Agency. This should be marked as USACE.

3. Key. Enter the Bidder Quick Add Key listed above.

4. Email. Enter the email address you would like to use for communication.

5. Select Continue. A page will then open stating a user account was not found and will ask you to create one using the provided form.

6. Enter your First Name, Last Name, Company, City, State, Phone, Email, Secret Question, Secret Answer, and Time Zone. Make sure to remember your Secret Question and Answer as they will be used from this point on to access the ProjNet system.

7. Select Add User. Once this is completed you are now registered within ProjNet and are currently logged into the system.

Specific Instructions for Future ProjNet Bid Inquiry Access:

1. For future access to ProjNet, you will not be emailed any type of password. You will utilize your Secret Question and Secret Answer to log in.

2. From the ProjNet home page linked above, click on Quick Add on the upper right side of the screen.

3. Identify the Agency. This should be marked as USACE.

4. Key- Enter the Bidder Inquiry Key listed above.

5. Email - Enter the email address you used to register previously in ProjNet.

6. Select Continue- A page will then open asking you to enter the answer to your Secret Question.

7. Enter your Secret Answer and click Login. Once this is completed you are now logged into the system.

From this page you may view all bidder inquiries or add an inquiry. Bidders will receive an acknowledgement of their question via email, followed by an answer to their question after it has been processed by our technical team. Offerors are requested to review the specification in its entirety and to review the Bidder Inquiry System for answers

to questions prior to submission of a new inquiry. The call center operates weekdays from 8AM to 5PM U.S. Central Time Zone (Chicago). The telephone number for the Call Center is 800-428-HELP.

NOTES:

Offerors shall not submit their quotes via ProjNet, but in accordance with the provisions stated in the solicitation. Any questions regarding acceptable means of submitting quotes shall be made directly to the Contract Specialist and Contracting Officer identified in the solicitation.

1. Government responses to technical inquiries and questions relating to quote procedures or bonds that are submitted to ProjNet in accordance with the procedures above are not binding on the Government unless an amendment is issued on Standard Form 30. In the case of any conflicts, solicitation governs. Any changes or revisions to the solicitation will be made by formal amendment. Government responses will be limited to: (a) Notice that an amendment will be issued; (b) Reference to an existing requirement contained in the solicitation; or (c) Notice that a response is not necessary.

2. The ability to enter technical inquiries and questions relating to quote procedures or bonds will be disabled ten (10) calendar days prior to the closing date stated in the solicitation. No Government responses will be entered into the ProjNet system five (5) calendar days prior to the closing date stated in the solicitation.

1.10 **Amendments.** The right is reserved as the interest of the Government may require, to revise or amend the specifications or drawings or both prior to the date set for submission of quotes. Such revisions and amendments, if any will be announced by an amendment or amendments to this solicitation. If the revisions and amendments are of a nature which requires material changes in quantities or prices quote or both, the date set for receipt of quotes may be postponed by such number of days as in the opinion of the issuing officer will enable offerors to revise their quote. In such cases, the amendment will include an announcement of the new date for receipt of quotes.

1.11 **NOTICE TO OFFERORS:** Use of Class I Ozone-Depleting Substances

a. In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 601(a) of the Clean Air Act, (42 U.S.C 767a(a)), or

that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisitions official who

determines that there is no suitable substitute available.

b. To comply with this statute, the Government has conducted a best effort screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. This requirement has no relationship to ODSs.

c. If the offeror possesses any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information were identified to the Contracting Officer for appropriate action. To preclude delay to the procurement, the offeror should provide any information as soon as possible after release of this solicitation and prior to the submission of quotes to the extent practicable. It should be understood there is no obligation on the offeror to comply with the request and that no compensation can be provided for doing so.

2.0 **WHAT, HOW, AND WHERE TO SUBMIT QUOTE**

2.1 The following documents must be submitted with your quote:

(1) SF 1442, Solicitation, Offer and Award

a. Should include:

i. Unique Entity Identifier

ii. CAGE Code

iii. Taxpayer ID number

(2) Solicitation amendments acknowledged, if applicable

(3) Price Quote

(4) Technical Information

(5) Original Bid Bond with Power of Attorney

2.2 **Submission of Quote:** Offerors shall submit their quote no later than the time and date specified in Block 13 of the SF 1442 of this solicitation or the latest amendment (if applicable) as follows:

Quotes shall be submitted electronically via Procurement Integrated Enterprise Environment (PIEE), as described below. The quote shall not contain classified data. The use of hyperlinks in quotes is prohibited.

NOTE: The only authorized transmission method to this solicitation is electronically via PIEE Solicitation Module online submission. NO OTTHER TRANSMISSION METHODS (EMAIL, FACSIMILIE, REGULAR MAIL, HAND CARRIED, ETC.,) WILL BE ACCEPTED.

Offerors shall submit their quote using the following link:

INSTRUCTIONS FOR SUBMITTING ELECTRONIC QUOTE:

All quotes shall be submitted electronically via the Solicitation Module of Procurement Integrated Enterprise Environment (PIEE) suite, as described below. Submissions shall be in Adobe PDF format. Electronic Quote Submissions is required through the Army's Electronic File Sharing Service in PIEE (https://piee.eb.mil/). The PIEE Application is used to send large files to individuals that would normally be too large to send via email. Information regarding how to set up a vendor registration is included in this link:

https://pieetraining.eb.mil/wbt/xhtml/wbt/portal/overview/vendorRegister.xhtml. On this page, click on the "Vendor User Registration" Doc and it will take you through the process of registering as a vendor.

If you plan on submitting a quote, be sure to select "SOL-Solicitation" in the drop-down list and choose the "Proposal Manager" role to be given the proper permissions.

Further training is available at the following links:

https://pieetraining.eb.mil/wbt/xhtml/wbt/sol/index.xhtml - This link shows information regarding the Solicitation application in PIEE and the different roles available.

https://pieetraining.eb.mil/wbt/xhtml/wbt/sol/solicitation/proposals.xhtml - This link is for Offerors regarding the Proposal Manager function and instruction on submitting a quote.

a. File Size Limitations: Offerors are advised to follow the PIEE instructions for uploading files. PIEE supports delivery of up to 1.9GB per file, with no limit on the number of files, as well as multiple file formats. If needed, Offerors are advised to break the files down into smaller sections to upload them into the system. In such cases, please divide the sections as logically as possible and be sure to clearly name the files as specified below.

b. File Description: To ensure your submission is received and processed appropriately, it is important that interested parties CAREFULLY ensure their electronic files adhere to the following naming convention. Each file name shall begin with the firm's name, and a brief file description. NOTE: Do NOT enter Privacy Act Data (Personal Identification Information (PII)) in the file description. Submission shall be in Adobe PDF format.

c. Upload Completion & Deadline: Interested parties shall submit responses no later than the date specified on the Solicitation document. The time and date of quote receipt will be the upload completion/delivery time and date recorded within the PIEE site. Do not assume that electronic submission will occur instantaneously. Large files (e.g. 10MB or more) will take some time to upload. Offerors should time their upload effort with prudence by not waiting until the last few

minutes--this will allow for unexpected delays in the transmittal process. Offerors are encouraged to keep a copy of the upload confirmation for their record. Submissions after the deadline will be considered late and will be processed in accordance with RFO 14.304.

d. Electronic Files: Files shall be in their native format (i.e. doc, xls, ppt, etc.), or if in pdf format, shall be in searchable text. Text and graphics portfolios of the electronic copies shall be in a format readable by Microsoft Office Suite 2016 or Adobe Acrobat Reader 11. Data submitted in a spreadsheet format shall be readable by MS Excel (all cells and formulas should be unlocked).

RECEIPT OF SUBMISSIONS: For the purpose of establishing whether a quote submission is considered timely, the Government will consider the date and time the submission is completely uploaded into the PIEE Website. Do not assume that electronic communication is instantaneous. It can take several minutes or even hours in some cases. The Government will not be responsible for submissions delivered to any location other than those designated to receive quotes. Offerors are responsible for ensuring that quotes are submitted so as to reach the designated recipient. Offerors are responsible for allowing sufficient time for the quote to be received in accordance with the instructions provided.

It is the Offeror's responsibility to obtain written confirmation of receipt of all electronic files of the full quote by the Contracting office. In the event that the Solicitation Module is down, the alternate method for quote submission is via email to: CELRN-CT@usace.army.mil ONLY. The Offeror must obtain prior approval from the Contracting Officer, Andrew Roth, to use the alternate submission method. Offerors are responsible for ensuring electronic copies are virus-free and shall run an anti-virus scan before submission.

3.0 INSURANCE/BONDS:

3.1 BID GUARANTEE. The offeror shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond (use Standard Form 24) supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The bid guarantee amount shall be at least 20 percent of the quote price but shall not exceed $3,000,000.00. If using a Bid Bond, it must be submitted on SF 24. The SF 24 can be found at the GSA Forms Library at https://www.gsa.gov/forms.

3.2 INSURANCE. Contractor shall carry Liability Insurance. See RFO 52.228-5, Insurance - Work on a Government Installation.

3.3 The offeror whose quote is accepted will be required to comply with the following within the time established in the solicitation:

a. PERFORMANCE BONDS (Standard Form (SF) 25). Pursuant to RFO 52.228-15, Performance and Payment Bonds--Construction, the penal amount of the performance bond shall equal one hundred percent (100%) of the contract price. Bonds shall be received on a SF 25 within ten (10) calendar days after receipt of contract award. The SF 25 can be found at the GSA Forms Library at https://www.gsa.gov/forms.

b. PAYMENT BONDS (SF 25A). Pursuant to RFO 52.228-15, Performance and Payment Bonds--Construction, the penal amount of the payment bond shall equal one hundred percent (100%) of the contract price. Bonds shall be received on a SF 25A within ten (10) calendar days after receipt of award. The SF 25A can be found at the GSA Forms Library at https://www.gsa.gov/forms.

4.0 SYSTEM FOR AWARD MANAGEMENT AND ANNUAL REPRESENTATIONS AND CERTIFICATIONS

In accordance with RFO 52.204-7, System for Award Management, registration is required in the System for Award Management (SAM) database located at www.sam.gov. More specifically, "An Offeror is required to be registered in SAM when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation." (See RFO 52.204-7(b)(1)).

For Customer Service, contact:

Federal Service Desk URL: www.fsd.gov

Hours: 8am - 8pm (Eastern Time)

U.S. Calls: 866-606-8220

International Calls: 334-206-7828

DSN: 866-606-8220

IMPORTANT NOTICE: Effective June 29, 2018 vendors creating or updating their registration can have their registration activated prior to the approval of the required notarized letter. However, the signed copy of the notarized letter must be sent to the GSA Federal Service Desk (FSD) within 30 calendar days of activation or the vendor risks no longer being active in SAM.

Vendors can check whether an account is active by performing a query by their CAGE or Unique Entity Identifier.

The new registration process may now take several weeks, so vendors are highly encouraged to begin registering as soon as possible to avoid any possible delays in future contract awards. Remember, there is no cost to use SAM.

To find out additional information about the changes in the SAM registration process, contractors should visit the Frequently Asked Questions (FAQ) link located on the SAM homepage (www.sam.gov).

5.0 OFFEROR CHECKLIST

All information required by the terms of the Solicitation must be furnished. MISTAKES OR OMISSIONS CAN BE COSTLY. Important items for you to check are included in but not limited to

those listed below. This checklist is furnished only to assist you in submitting a proper quote. The Government shall not be responsible for items not

described below. It is not required to be returned with your quote.

[ ] Is your bid guarantee on the proper form?

[ ] If signing on behalf of your company, have you attached evidence of your authority to sign the quote?

[ ] Have you acknowledged all amendments? Have you submitted your quote on the latest amended bid schedule?

[ ] Is the name in which you submitted your quote the same as on the bid bond?

[ ] Have you entered a unit price for each item?

[ ] Have you checked your quote for possible errors? Arithmetically?

[ ] Are all erasures or corrections initialed by the person signing the quote?

[ ] The Government may reject a quote as nonresponsive if it is materially and mathematically unbalanced as to price for any quoted item or combination of items. A quote is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

[ ] Will your quote arrive on time?

[ ] Have you furnished all information required by solicitation and/or the specifications?

6.0 CONTRACTOR FEEDBACK

Help us in BUILDING STRONG. Please provide us with your feedback, comments and recommendations for improvement by visiting our Interactive Customer Evaluation (ICE) website at:

http://ice.disa.mil/index.cfm?fa=card&service_provider_id=110824&site_id=856&service_category_id=14

*** END OF NARRATIVE ***

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date

52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	2026-02
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02
52.214-34	Submission of Offers in the English Language.	1991-04
52.214-35	Submission of Offers in U.S. Currency.	1991-04
52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work. (Deviation 2026-O0038)	2026-02
52.225-10	Notice of Buy American Requirement-Construction Materials.	2014-05

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03		

FAR Provisions Incorporated by Full Text

Number	Title	Effective	Alternate	Variation

		Date	Deviation	Effective Date
52.228-1	Bid Guarantee.	1996-09		

Bid Guarantee (Sept 1996)

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

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

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

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

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

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

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

(End of clause)

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

Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make

their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

The full text of RFO clauses and provisions can be found at:

https://www.acquisition.gov/far-overhaul/far-part-deviation-guide

The full text of DFARS clauses and provisions can be found at:

https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

(End of provision)

52.252-3	Alterations in Solicitation.	1984-04

Alterations in Solicitation (Apr 1984)

Portions of this solicitation are altered as follows:

Solicitation alterations, if any, will be incorporated via amendment to the solicitation

(End of clause)

52.252-5	Authorized Deviations in Provisions.	2020-11

Authorized Deviations in Provisions (Nov 2020)

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

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

(End of provision)

Section 00 22 00 - Supplementary Instructions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.217-5	Evaluation of Options. (Deviation 2026-O0038)	2026-02		

Section 00 45 00 - Representations and Certifications

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	2024-09		
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	2017-01		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	2026-02		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	2022-09		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	2016-10		
252.225-7055	Representation Regarding	2022-05		

	Business Operations with the Maduro Regime.	
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	2023-06

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.229-11	Tax on Certain Foreign Procurements-Notice and Representation. (Deviation 2026-O0038)	2026-02		

Tax on Certain Foreign Procurements-Notice and Representation (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this provision-

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

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if-

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7016	Covered Defense Telecommunications Equipment or Services-Representation.	2019-12		

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

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

of Covered Defense Telecommunications Equipment or Services.

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

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

(End of provision)

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

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

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

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

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

essential component of any system, or as critical technology as part of any system.

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

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

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

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

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

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

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

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

(End of provision)

Section 00 70 00 - Conditions of the Contract

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-6	Restrictions on Subcontractor Sales to the Government. (Alternate I)	2020-06	Alternate I	2021-11
52.222-3	Convict Labor. (Deviation 2026-O0038)	2026-02		
52.222-7	Withholding of Funds. (Deviation 2026-O0038)	2026-02		
52.222-9	Apprentices and Trainees. (DEVIATION 2025-O0003)	2026-02	Deviation 2025-O0003	2025-03
52.228-11	Pledges of Assets (DEVIATION 2020-O0016)	2021-02	Deviation 2020-O0016	2020-04

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2026-O0025)	2024-05	Deviation 2026-O0025	2026-06
252.225-7966	Prohibition Regarding Russian	2024-03	Deviation	2024-03

	Fossil Fuel Business Operations-Representation (Deviation 2024-O0006, Revision 1)		2024-O0006	
252.225-7967	Prohibition Regarding Russian Fossil Fuel Business Operations (Deviation 2024-O0006, Revision 1)	2024-02	Deviation 2024-O0006	2024-02
252.225-7972	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (DEVIATION 2024-O0014)	2024-08	Deviation 2024-O0014	2024-08
252.225-7973	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems—Representation. (DEVIATION 2024-O0014)	2024-08	Deviation 2024-O0014	2024-08
252.240-7997	NIST SP 800-171 DoD Assessment Requirements. (DEVIATION 2026-O0025)	2026-02	Deviation 2026-O0025	2026-02
252.244-7999	Subcontracts for Commercial Products or Commercial Services. (DEVIATION 2026-O0015)	2026-02	Deviation 2026-O0015	2026-02

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.219-14	Limitations on Subcontracting (DEVIATION 2021-O0008)	2026-02	Deviation 2021-O0008	2023-02

LIMITATIONS ON SUBCONTRACTING (FEB 2023) (DEVIATION 2021-O0008)

(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 subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are--

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are--

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); 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) *Limitations on subcontracting.* 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, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), 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. The following services may be excluded from the 50 percent limitation:

(i) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code 562910), cloud computing services, or mass media purchases.

(ii) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.

(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--

The Contractor shall comply with this requirement: By the end of the base term of the contract and then by the end of each subsequent option period; or

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

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

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

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

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

(End of clause)

52.228-15	Performance and Payment Bonds-Construction (Deviation 2020-O0016)	2020-06	Deviation 2020-O0016	2020-04

PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (APR 2020) (DEVIATION 2020-O0016)

(a) Definitions. As used in this clause-

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is $150,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25, except that no seal is required). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment bonds (Standard Form 25A, except that no seal is required). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection.

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782. Or via the internet at http://www.fms.treas.gov/c570/.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.215-7992	Only One Offer. (DEVIATION 2026-O0048)	2026-03	Deviation 2026-O0048	2026-03

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

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

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

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

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

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

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

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable, refer to offer submittal instructions identified within this solicitation.

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

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

(End of provision)

Section 00 72 00 - General Conditions

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-3	Gratuities.	1984-04		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-9	Personal Identity Verification of Contractor Personnel.	2011-01		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	2026-02		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-	2026-02		

	O0038)	
52.219-8	Utilization of Small Business Concerns. (Deviation 2026-O0038)	2026-02
52.222-6	Construction Wage Rate Requirements. (Deviation 2026-O0038)	2026-02
52.222-8	Payrolls and Basic Records. (Deviation 2026-O0038)	2026-02
52.222-10	Compliance with Copeland Act Requirements. (Deviation 2026-O0038)	2026-02
52.222-11	Subcontracts (Labor Standards). (Deviation 2026-O0038)	2026-02
52.222-12	Contract Termination-Debarment.	2014-05
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations.	2014-05
52.222-14	Disputes Concerning Labor Standards. (Deviation 2026-O0038)	2026-02
52.222-15	Certification of Eligibility.	2014-05
52.222-35	Equal Opportunity for Veterans. (Deviation 2026-O0038)	2026-02
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	2026-02
52.222-37	Employment Reports on	2026-02

	Veterans. (Deviation 2026-O0038)	
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038)	2026-02
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02
52.222-54	Employment Eligibility Verification. (Deviation 2026-O0038)	2026-02
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026. (Deviation 2026-O0038)	2026-02
52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038)	2026-02
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	2026-04
52.223-2	Reporting of Biobased Products Under Service and Construction Contracts. (Deviation 2026-O0038)	2026-02
52.223-23	Sustainable Products. (Deviation 2026-O0038)	2026-02
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05

52.227-1	Authorization and Consent.	2020-06		
52.227-4	Patent Indemnity-Construction Contracts.	2007-12		
52.228-2	Additional Bond Security.	1997-10		
52.228-5	Insurance-Work on a Government Installation.	1997-01		
52.228-12	Prospective Subcontractor Requests for Bonds.	2022-12		
52.228-14	Irrevocable Letter of Credit.	2014-11		
52.228-17	Individual Surety-Pledge of Assets (Bid Guarantee).	2021-02		
52.232-17	Interest.	2014-05		
52.232-23	Assignment of Claims. (Alternate I)	2014-05	Alternate I	1984-04
52.232-27	Prompt Payment for Construction Contracts.	2017-01		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03		
52.233-1	Disputes. (Deviation 2026-O0038)	2026-02		
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52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02
52.236-2	Differing Site Conditions. (Deviation 2026-O0038)	2026-02
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52.236-5	Material and Workmanship. (Deviation 2026-O0038)	2026-02
52.236-6	Superintendence by the Contractor. (Deviation 2026-O0038)	2026-02
52.236-7	Permits and Responsibilities. (Deviation 2026-O0038)	2026-02
52.236-8	Other Contracts. (Deviation 2026-O0038)	2026-02
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (Deviation 2026-O0038)	2026-02
52.236-10	Operations and Storage Areas. (Deviation 2026-O0038)	2026-02
52.236-11	Use and Possession Prior to Completion. (Deviation 2026-O0038)	2026-02
52.236-12	Cleaning Up. (Deviation 2026-O0038)	2026-02
52.236-13	Accident Prevention. (Deviation	2026-02

	2026-O0038)	
52.236-15	Schedules for Construction Contracts. (Deviation 2026-O0038)	2026-02
52.236-16	Quantity Surveys. (Deviation 2026-O0038)	2026-02
52.236-17	Layout of Work. (Deviation 2026-O0038)	2026-02
52.236-21	Specifications and Drawings for Construction. (Deviation 2026-O0038)	2026-02
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02
52.240-93	Basic Safeguarding of Covered Contractor Information Systems. (Deviation 2026-O0038)	2026-02
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-04
52.246-12	Inspection of Construction.	1996-08
52.246-21	Warranty of Construction.	1994-03

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date

252.201-7000	Contracting Officer's Representative.	1991-12
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01
252.223-7008	Prohibition of Hexavalent Chromium.	2023-01
252.225-7012	Preference for Certain Domestic Commodities.	2022-04
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	2024-05
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	2023-06
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12
252.232-7010	Levies on Contract Payments.	2006-12

252.236-7000	Modification Proposals--Price Breakdown.	1991-12
252.243-7001	Pricing of Contract Modifications.	1991-12
252.243-7002	Requests for Equitable Adjustment.	2022-12
252.247-7023	Transportation of Supplies by Sea.	2024-10

FAR Clauses Incorporated by Full Text

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

Liquidated Damages-Construction (Sept 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of $530.10 for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

52.212-2	Evaluation-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02

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

(a) Basis for Award. The government will award a firm-fixed-price contract resulting from this solicitation to the responsible vendor whose quote represents the most advantageous outcome for the Government, price and other factors considered. In accordance with RFO 12.203(a), quotes will be evaluated on price and past performance.

Selection Logic: Generally, award shall be made to the vendor submitting the lowest-priced quote that meets the requirements of the solicitation and demonstrates acceptable past performance.

The Government reserves the right to award to a higher-priced vendor if the past performance information submitted demonstrates a superior understanding of the requirement, higher quality, or significantly lower performance risk, making the higher price more beneficial to the Government. It is incumbent upon the offeror to submit sufficient documentation and information for the government to determine the quoted pricing and satisfactory past performance. The government's approach is to begin with evaluation of the lowest priced offer. If the lowest priced offer is determined to have unsatisfactory past performance, the next lowest priced offer will be evaluated until an acceptable offer is determined in accordance with the evaluation procedures identified within this provision.

The government will utilize following evaluation factors:

(i) Price

(ii) Past Performance

(1) Price:

The Government shall review acceptable offers by lowest price. Price reasonableness and fairness will be evaluated. The Government may review quote submissions with quoters to bring attention to potential errors, inconsistencies and/or misunderstandings of the requirements. The Government may allow quoters to submit revised quotes. The Government reserves the right to reject any quote determined to be unrealistically low for successful contract completion and that would not be in the best interest of the Government.

In accordance with FAR 52.217-5 Evaluation of Options, The Government intends to evaluate quotes for award purposes by adding the total price for all options to the total price of the basic requirement. Evaluation of Options will not obligate the Government to exercise the option(s).

(2) Past Performance

The prime contractor (quoter) shall provide two (2) past performance projects for work that is currently being performed or has been performed within the last five (5) years that demonstrates the contractor's experience, as a prime contractor or subcontractor, successfully performing paving or roadway improvement projects of a similar type, size, scope, and complexity. (Work performed that is similar to the proposed work is preferred).

The Government reserves the right to verify past performance evaluations by reviewing CPARS or other Government appraisal systems. The Government may also check any cited references to verify supplied information. The Government is not limited to the evaluations provided. Any additional sources of information concerning the quoter's past performance of which the Government becomes aware can be considered in the evaluation of the contractor's past performance.

Offerors shall provide contracts that are relevant and recent.

Relevant: Relevant contracts are construction paving projects similar to this solicitation that were completed for commercial/industrial clients and/or federal, state, municipal government agency clients. Past performance submittals shall include the point of contact name, telephone number, and email address for each project included in the past performance submission.

Recent: Contracts that are recent are defined as those that has been completed, or substantially completed (50% or more), within the five (5) years of the solicitation issue date. Offerors are cautioned to select relevant contracts for review that accurately reflect the Offeror's past performance capabilities. Please note that if the Offeror chooses to provide more than two (2) contracts, the government will evaluate only the first TWO (2) past performance projects submitted under this evaluation factor. Any additional contracts submitted beyond the TWO (2) requested will NOT be evaluated. Offerors shall include relevant past performance history.

NOTE: Past Performance shall be contracts held by the prime offeror or major subcontractors. A major Subcontractor is defined as a Subcontractor responsible for 25% or more of the performance required. The government's approach to evaluating past performance is to check the references provided by the contractor to verify past performance as well as data obtained from other sources available i.e. government database, past contract files, etc. The offeror is cautioned that while the government will consider data from other sources, the burden of demonstrating successful past performance rests with the offeror.

NOTE: All offers must be valid for 60 days.

(b) Options (if applicable). The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

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

(End of provision)

52.217-7	Option for Increased Quantity-Separately Priced Line Item.	1989-03

Option for Increased Quantity-Separately Priced Line Item (Mar 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 250 calendar days of the notice to proceed. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

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

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

(a) Definitions. As used in this clause-

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

Small business concern-

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

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and

contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

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

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

(3) For long-term contracts-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

Cost of components means-

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

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

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

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

Domestic construction material means-

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

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

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

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

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

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

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

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

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

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

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

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

(b) Domestic preference.

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

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

None

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

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

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

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

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

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

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

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

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

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

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

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

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

(1)

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

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

[* *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)

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

Payments under Fixed-Price Construction Contracts (May 2014)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

____ (Name)

____ (Title)

____ (Date)

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

contract (hereinafter referred to as the "unearned amount"), the Contractor shall-

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

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

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

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

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

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

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

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

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after

the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

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

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

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

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

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

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

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

(End of clause)

52.248-3 Value Engineering-Construction. 2025-10

Value Engineering-Construction (Oct 2025)

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

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

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

Contractor's development and implementation costs, as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

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

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

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

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

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

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

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

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

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

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

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

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

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

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

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

(e) Government action.

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

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

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

(f) Sharing-

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

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

(ii) 75 percent for cost-reimbursement contracts.

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

(i) Accept the VECP;

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

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

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

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of $90,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) of this clause, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

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

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

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

(End of clause)

52.252-2	Clauses Incorporated by Reference.	1998-02

Clauses Incorporated By Reference (Feb 1998)

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

The full text of RFO clauses and provisions can be found at

https://www.acquisition.gov/far-overhaul/far-part-deviation-guide

The full text of DFARS clauses and provisions can be found at

https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

(End of clause)

52.252-4	Alterations in Contract.	1984-04

Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

Contract alterations, if any, will be incorporated via modification to the contract.

(End of clause)

52.252-6	Authorized Deviations in Clauses.	2020-11

Authorized Deviations in Clauses (Nov 2020)

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

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (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)

DFARS Clauses Incorporated by Full Text

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

CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall-

(1) Check all drawings furnished immediately upon receipt;

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

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

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

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

(c) In general--

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

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

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

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

Title	File
Technical Specifications	TSpecs_W912P526QA036_Obey Campground Paving_RTA_21JUL2026
Technical Plans	W912P526QA036_RTA TPLANS_Obey River Campground Paving_7-23-26
Price Schedule	W912P526QA036_RTA Bid Schedule_Obey River Campground Paving

(End of Clause)

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

PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DEC 1991)

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

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

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

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

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

(i) Actual mobilization costs at completion of mobilization;

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

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

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

(End of clause)

Section 00 73 00 - Supplementary Conditions

SPECIAL CONTRACT CONDITIONS

COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK - CONSTRUCTION (APR 1984)

The Contractor shall be required to (a) commence work under this contract within ten calendar days after the date the Contractor receives the notice to proceed (NTP), (b) prosecute the work diligently, and (c) complete the entire project not later than 250 calendar days after issuance of NTP. The time stated for completion shall include final cleanup of the premises.

If exercised, options will extend the contract completion date by 5 calendar days.

SITE VISIT (CONSTRUCTION) (FEB 1995) - Alternate I

(a) The conditions, Differing Site Conditions, and 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:

25 August 2026 at 10:00 AM Central Time

(c) Participants will meet at: Obey River, 100 Obey Park Road, Monroe, TN 38573

SCHEDULE OF INSURANCE

a. The contractor shall, at its own expense, provide and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance required below:

Workmen's Compensation and Employer's Liability Insurance $100,000

General Liability Insurance for Bodily Injury Liability

Minimum Per Occurrence for Bodily Liability $500,000

Minimum Per Each Accident for Property Damage $100,000

Minimum Aggregate for Bodily Injury $500,000

Automobile Liability Insurance

Minimum Per Person $200,000

Minimum Per Occurrence for Bodily Injury $500,000

Minimum Per Occurrence for Property Damage $20,000

b. Before commencing work under this contract, the contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. 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 or prescribed, and (2) until 30 days after the insurer of the contractor gives written notice to the Contracting Officer.

c. The contractor shall insert the substance of the clause entitled "Insurance Work on a Government Installation (RFO 52.228-5), "in subcontracts under this contract that require work on a Government Installation and shall require subcontractors to provide and maintain the insurance required above.

The Certificate of Liability Insurance, ACORD Form 25, contains a standard cancellation clause on the lower, right side of the form. The cancellation clause shall not be accepted by the Government as written. The cancellation clause on the Certificates of Liability Insurance, ACORD Form 25, shall only be accepted by the Government as follows:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by the Government.

(b) Anticipated adverse weather delay days (based on a 5-day work week):

	7 Calendar Days
January	10
February	6
March	4
April	4
May	4
June	5
July	5
August	7
September	6

October	6
November	5
December	6

(c) Adequate laydown areas exist at the project site.

(End of clause)

TIME EXTENSION FOR UNUSUALLY SEVERE WEATHER:

a. This provision specifies the procedures for the determination of time extensions for unusually sever weather in accordance with RFO Clause 52.212-4(f) Excusable Delays. In order for the Contracting Officer to award a time extension the following conditions must be met:

1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor. See Special Contract Condition, "Physical Data", for the typical number of anticipated adverse weather days. The number of days shall be exceeded for a given month before a time extension is granted.

b. Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily contractor's quality control (CQC) report, the occurrence of adverse weather and resultant impact to the normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the contractor's scheduled workday. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in a previous month), be calculated chronologically from the first to the last day of each month and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in Special Contract Condition "Physical Data", the Contracting Officer will convert any qualifying days to calendar days, giving full consideration for equivalent fair-weather workdays, and issue a modification in accordance with RFO Clause 52.212-4(f) Excusable Delays.

*** END OF NARRATIVE ***

Overall Contract Inspection/Acceptance Locations

Overall Contract Delivery Period

0001	**Quantity** 1 Job **Address and POC** **Period of Performance** From 07 Oct 2026 To 14 Jun 2027
Option Line Item 0002	**Quantity** 1 Job **Address and POC** **Period of Performance** From 07 Oct 2026 To 14 Jun 2027

Section 01 00 00 - General Requirements

Requirements

Paving at Obey River Campground, Dale Hollow Lake